

# The Concordia Food Collective Constitution - curr...

# The Concordia Food Collective Constitution

As passed by the Concordia Food Collective General Assembly on 10 April 2007; adopted 1 July 2007;  
amended October 2017.

## 1 The Mission

The Concordia Food Collective is the legal name of Le Frigo Vert. Throughout this document Le Frigo Vert will be used instead of the Concordia Food Collective.

Le Frigo Vert is a worker-run collective devoted to working together and collaborating with other organizations in order to:

- Provide quality vegetarian nourishment to marginalized groups;
- Challenge corporate involvement in food production and distribution;
- Create and promote environmentally and socially sustainable alternatives to the Market System of food production, processing and distribution;
- Offer education with respect to health, food nutrition, food preparation and politics;
- Develop skills pertinent to social, economic, political and individual self-sufficiency;
- Mobilize for active involvement in environmental and social justice politics;
- Empower communities and groups of individuals to gain control over localized resources and create community spaces;
- Perform these activities in a not-for-profit, non-hierarchical structure.

Le Frigo Vert strives to promote the following values in all of its initiatives, projects, activities and areas of support:

- Non-hierarchy
- Anti-racism
- Anti-sexism
- Queer positivity
- Anti-poverty
- Anti-oppression
- Egalitarianism
- Anti-anthropocentrism
- Ecological sustainability and integrity
- Anti-capitalism
- Worker self-management

### 1.1 Definitions

The following definitions are meant to be explanatory and are not legally binding.

Le Frigo Vert, hereafter referred to as LFV, refers to the entire organisation including, but not limited to the Board of Directors, the Workers' Collective, and the general assembly. The organisation, comprised of these structures also include the Members, volunteers, Collective Members, Board Members, and any person deemed to be an honorary Member for a period of time not exceeding one year.

LFV Board of Directors, hereafter referred to as the Board, is a group of elected volunteers that are legally and financially accountable for LFV as provided for in Provincial and Federal law regarding not-for-profit organisations.

LFV Workers' Collective, hereafter referred to as the Collective, is the group of paid workers hired as Collective Members who are responsible for the day-to-day functioning of LFV.

LFV General Assembly, hereafter referred to as the GA or the AGA, is a meeting of the Membership (including Members, volunteers, Collective Members, and Board Members) that can, if quorum is met, seat and unseat Board Members and clarify or change the constitution as needed.

## **2 Membership**

Active LFV Members are:

- Current Undergraduate and Graduate Concordia students who have paid student fees towards LFV and have not requested a refund, hereafter referred to as Members; A Concordia Student who receives a fee refund (also referred to as an Opt-Out) ceases to be a Member of Le Frigo Vert and shall not be eligible for Community Membership.
- Service users who request a Membership and are approved by the Collective through the regular decision-making process, hereafter also referred to as Community Members;
- The Board of Representatives, hereafter referred to as the Board;
- Volunteers as outlined in the LFV Volunteer Policy;
- Paid staff of the LFV workers' collective, hereafter referred to as Collective Members;
- Honorary Members for a period of time not exceeding one year.

Members have the right to vote and participate in decision-making at the LFV's general assembly.

## **3 Board**

### **3.1 Composition**

The Board of Directors of Le Frigo Vert consists of five (5) to nine (9) unpaid volunteers seated by a general assembly of Le Frigo Vert Members, hereafter referred to as the Board. Additionally, the Collective will have one voting seat on the Board, hereafter referred to as the representative Member. The representatives from the LFV Workers' Collective shall be considered as a Board Member for the purposes of voting and quorum. In cases when Board Membership is less than the allowed minimum, new Board Members may be appointed with the unanimous consensus of the full current Board. No more than two (2) Board Members can be appointed in this way. Board Members appointed in this format must make written candidacy available to the full current Board no less than ten (10) days before the next scheduled Board meeting. If at any time the Board appointed Members comprise  $\frac{1}{2}$  or more of the seated Board, a general assembly must be called to ratify the Board within three weeks, or in the event that the seating takes place during summer, within three weeks of the resumption of classes in the fall.

### **3.2 Board Eligibility Criteria**

More than one half of the seated Board Members must be students (persons presently registered for a minimum of one course at Concordia University) at the time of seating of any non-student to the Board. Members may sit on the Board for consecutive terms.

### **3.3 Board Responsibilities and Powers**

The Board of Directors will respect the autonomy of the worker-run project collective with respect to all of the day-to-day operations. The Board of Directors responsibilities and powers will be:

- Selecting and developing Board projects and Board initiatives;
- Setting Board policy;
- Acting as arbitrator on disputes within or between project collectives;
- Insuring financial viability and fiscal integrity;
- Managing discretionary funds.

### **3.4 Term**

Seated Board Members serve until an of the following:

- The next Annual General Assembly;
- They resign in writing to the Board;
- They miss three (3) regularly scheduled meetings in a row;
- A motion passed at a General Assembly unseats them.

### **3.5 Board Meetings**

The Board shall have at least one (1) regularly scheduled meeting a month. All Board meetings are to be open to all Members and held in accessible places at or near a site of operation of LFV. All Members of LFV have the same speaking rights as Members of the Board. The voting body of a Board meeting consists of Board Members physically present at the meeting.

A quorum of more than half of the current Board must be physically present at the time of voting to carry any motion of the Board of Directors. In all circumstances, the minimum quorum will be three (3). Voting in proxy is not permitted.

Each Board Member shall sit as revolving chair of the meeting. The chair may run the meeting as they see fit as long as they follow the normal decision making process and do not impede the ability of the Board or Members to put forward motions, voice their opinions and/or raise objections.

The Board must see to the preparation and distribution of minutes of each meeting, which must be publicly accessible at LFV and will be made available to all Members within seven (7) days of the meeting. These minutes must include the time and place of the next scheduled Board meeting.

### **3.6 Board Policy**

The Board will create policy to fulfil its mandate and to address issues not addressed in the constitution. LFV policy must always be congruent with the constitution and in instances of

conflict, the constitution always takes precedent. In order for the Board to ratify a policy, it must be presented for review to each project collective at least seven (7) days prior to their regularly scheduled meeting.

### **3.7 Summer Board Term**

During the summer (June 1st - August 31st), Board Members may be absent and will not be considered in issues of quorum and voting (with the exception of adding new Board Members). In the event that during the summer term, Board Membership drops below the minimum requirement, new Board Members may be added in accordance with the terms stipulated in section 3.1.

### **3.8 Board Election Procedure**

All Board Members running for election at a General Assembly will be required to make a presentation and answer questions before voting. Candidates are allowed to run in absentium provided they have prepared a written statement that a Collective Member is willing to present on their behalf. Each voting Member of the GA may cast one vote for each vacant seat on the Board, allotting no more than one vote per candidate. Additionally, each Member may vote to block any candidate who they wish to bar from sitting on the Board. Any candidate who receives votes to block from  $\frac{1}{3}$  or more of the assembly will be removed from the running. The candidates remaining after the removal of blocked candidates will be seated in the order of votes received from the most to the least until all candidates are seated, or all seats are filled. Due to issues of Board composition, some candidates may not be eligible to be seated in strict order of the vote of the GA. Candidates will be removed from the list of candidates for any period of the seating in which they do not meet Board eligibility requirements.

### **3.9 Board Conflict Resolution Facilitator**

The Board will be responsible to appoint and train a minimum of two (2) Board Members (at least one woman) to act as Conflict Resolution Facilitator. The name of the Conflict Resolution Facilitators (with their current contact information) must be posted at all sites of LFV operations. These two (2) individuals must have or acquire, with the help of the Board, anti-oppression and conflict resolution training.

## **4 Collectives**

The LFV Workers' Collective is to operate as a semi-autonomous collective and should be consistent with the mission and policy of The Concordia Food Collective. Workers are subject to and protected by the Worker Relations section of the constitution.

The project collective will perform all operational duties including scheduling, staff evaluations and all day-to-day activities associated with the administration and execution of the project. All hiring is to be made according to the normal decision-making process and in compliance with Board Policy, Hiring Policy, and the Hiring Procedure of this constitution.

LFV shall make available 1% of its annual student fee levies to the Board to fulfil its mandate. The funds will be transferred to the Board twice annually, once at the commencement of the fiscal year, and once at the beginning of January. Any adjustment to account for differences between the

projected gross annual operating budget and year-end actual revenues, will be made at the end of the fiscal year.

## **5 Normal Decision Making Process**

Decision making by the Collective, the Board, and its initiatives is to operate on the principles of modified consensus (consensus minus one) wherein each Member of the voting body can either stand for or against or abstain on any motion. In this form of modified consensus, any motion may be voted down on the basis of being voted against by more than one individual. The decision making body should be conscious of the reasons for any votes against or abstentions and should, when possible, adopt proposals that are supported by all individuals involved in the decision making process. For each motion on the floor, the group will attempt to modify the motion in order to reach consensus. In the event that modified consensus is not reached due to the group being irreconcilably divided, then the motion is not carried and no decision, for or against, has been made; the group has not taken a position, which does not implicitly ratify the inverse of the motion. Unless otherwise stipulated in the constitution, decisions will be made according to the normal decision making process.

## **6 Non-Discrimination**

There shall be no discrimination or harassment exercised or practiced with respect to any Collective Member, Member, or applicant for employment by reason including but not limited to age; race; creed; colour; place of origin; ethnic origin; citizenship; language; ancestry; political or religious affiliation; union affiliation; advocacy activities; level of education; ability; gender; sex; sexual preference, orientation, or identification; marital status; family status; class; place of residence; record of offences except where it relates to bona fide employment qualifications; Acquired Immune Deficiency Syndrome (AIDS), AIDS related illness, AIDS related complex (ARC), positive Human Immune Deficiency Virus (HIV) test, or any other illness or disability so long as it does not significantly impair the performance of the duties of the position; not by reason of the rights contained in this agreement. No Member, Collective Member, or applicant for employment shall be required to submit to a lie detector test, blood test, or any other test for illness or drug dependency. Where an applicant is hired under section 14 of this constitution, it shall be deemed non-discriminatory.

### **6.1 Non-Harassment**

There shall be no form of harassment exercised or practiced with respect to any Collective Member, Member, or any applicant seeking to become a Collective Member.

Sexual harassment shall be defined as:

- Unwanted attention of sexual oriented nature; or
- Implied or expressed promise of reward for complying with a sexually oriented request; or
- Implied or expressed threat of reprisal, or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- Sexually oriented remarks or behaviour that may reasonably be perceived to create a negative working environment.

Gender Harassment and Discrimination shall be defined as offensive comments and/or actions, and/or exclusion from that which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) and/or cause personal discomfort, on the basis of sexual or

gender preference, orientation, or identification, but which may not be sexually motivated. Racial/Ethnic Harassment and Discrimination shall be defined as offensive comments and/or actions, and/or exclusion from that which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) and/or cause personal discomfort, on the basis of race, creed, colour, place of origin, language, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

## **7 Collective Member Relations**

### **7.1 Itinerary of Expectations**

After commencing work within LFV, Collective Members will have the responsibilities and expectations of their position clearly laid-out in the form of a written contract between the Collective Member and the hiring body. Such a contract shall also include a timeframe for work completion and the minimum targets for satisfactory job performance. This contract shall be written and signed no later than three (3) weeks from the Collective Member's first day of work.

### **7.2 Regular Project Meetings**

Collective Members of a given project will be paid to meet regularly with other Collective Members of the project to update each other on the progress of their work, express concerns about their working environment and to encourage communication to further the goals of the project.

### **7.3 Collective Member Evaluations**

Evaluations will be conducted twice a year, or (given a shorter working span) at the completion of mandated work. Such an evaluation will include reports from all relevant Collective Members as well as a self-evaluation. These reports shall focus primarily on performance in relation to stated job expectations as well as information accumulated during the regular meetings. The evaluations should specify whether the Collective Member in question performed their allocated tasks at a poor, satisfactory or above-satisfactory level. Additionally, evaluations should include recommendations to improve job performance. These evaluations will be reviewed by the project collective and recommendations about continued employment will be made. These evaluations will then be forwarded to the Board. An above-satisfactory job evaluation will ensure continued employment in a given position provided they should meet any required employment criteria. A satisfactory job evaluation will have no effect on the Collective Member's employment status.

A poor evaluation can result in a written warning, a reduced workload, a probationary period, or providing there have already been documented evidence of poor job performance, dismissal. In the event of a Collective Member receiving a poor evaluation, a collective meeting must take place within two (2) weeks of this evaluation to discuss and determine the outcome of such a situation.

An above satisfactory job performance would entail the Collective Member meet the following criteria:

- Collective Member takes initiative;
- Collective Member performs mandated duties with proficiency;
- Collective Member contributes positively to a collective dynamic;
- Collective Member is consistently prompt for scheduled work times.

A satisfactory job performance would entail the Collective Member meet the following criteria:

- Collective Member performs mandated duties adequately;
- Collective Member is generally useful insofar as maintaining a working collective relationship;
- Collective Member is generally prompt for scheduled work times.

A failure to meet satisfactory job performance entails a poor job performance.

#### **7.4 Written Warnings**

Written warnings can be issued to a Collective Member by the collective through normal decision making process. It is appropriate to issue a written warning under the following conditions:

- Collective Member shows a habit of lateness;
- Collective Member does not perform mandated duties at a satisfactory level;
- Collective Member is dishonest and compromises the trust of the project collective;
- Collective Member is habitually disruptive to the collective dynamic;
- Collective Member breaches the constitution or policy of The Concordia Food Collective.

Any written warnings issued should be specific in terms of addressing the grounds for the written warnings and site-specific occurrences that prompted the warning. An accumulation of at least three (3) written warnings within a six (6) month span is grounds for dismissal. No more than one (1) written warning may be issued per week. Additionally, the Board may issue a written warning through the Internal Arbitration Procedure.

#### **7.5 Grey Hours and Remuneration**

All Collective Members are paid according to an hourly wage and are required to log all hours in which they are clearly performing their mandated duties. At times, there may be situations where a Collective Member is required to spend time working on a project that may not directly fall under their mandated duties but, nonetheless, is an important contribution. These activities may include: testing recipes, some travel time, waiting time (waiting for other Collective Members...). When possible, the project collective should be made aware of and approve any potential grey hours that a Collective Member may be working. Grey hours are to be logged as half time, or at the discretion of the hiring body.

#### **7.7 Probation Period**

New Collective Members are hired under probationary terms. Except on matters of employment status, probationary staff will be part of the project collective and participate in all consensus decision-making processes. A probationary period will last no more than three (3) months, after which time the hiring body must make a decision on the permanent status of the Collective Member. During a probationary period, a Collective Member may be dismissed following the normal decision-making process, without three (3) written warnings.

## **8 General Assembly**

LFV will have General Assemblies at which time amendments to the constitution, Member review of the organization's goals, and seating of the Board Members will take place.

### **8.1 Calling a General Assembly**

A General Assembly (GA) may be called:

- by the Board;
- by the presentation of a petition to the Board signed by at least thirty (30) Members of Le Frigo Vert;
- by the Collective Members

In the event of a petition or a unanimous collective declaration, the Board is responsible to hold a general assembly within fourteen (14) days of the petition or declaration being handed to a Member of the Board of Directors who is not a collective representative. If the petition or declaration stipulates a time and location that meet GA accessibility requirements, the Board is bound to the time, location, and agenda stated. Every agenda must include an item entitled “other business” under which Members may put forward motions.

### **8.2 Annual General Assembly**

An annual general assembly (AGA) must be held every year between October 1st and November 30th. The AGA must be scheduled on a day in which there are regularly scheduled classes at Concordia University. The AGA differs from other GA's only in that it must be held once a year during the specified period and that the Board is automatically unseated when the meeting is called to order.

### **8.3 General Assembly Proceedings**

The voting body of the General Assembly consists of all LFV Members present at the meeting. Quorum for the AGA and GA is thirty (30) LFV Members. A General Assembly's time, place, and purpose must be posted at least ten (10) days prior to the meeting at all places of operation of all Le Frigo Vert projects. Motions at the General Assembly are carried by a vote of more than half (51%) the eligible voting Members present.

### **8.4 Authority of the General Assembly**

The General Assembly has authority over the Board through its power to seat and unseat Board Members and to amend the Constitution; all other decisions fall within the authority of the Board or the Collective respectively.

## **9 Amendments**

Only a LFV General Assembly has the authority to amend the constitution. A 2/3 majority at a General Assembly may amend the Constitution provided that the exact text of the amendment was made available to the public, was posted at LFV, and was delivered to the collective no less than ten (10) days in advance. Small amendments, in the spirit of the originals, can be made by the collective during the AGA. The board, following the normal decision-making process, may modify policy of LFV.

## **10 Financial Considerations**

### **10.1 Credit**

In order to secure the financial integrity of LFV, the collective shall not be permitted to have lines of credit beyond its current cash holdings without Board approval. In special circumstances, the Board may allow the collective to carry a line of credit beyond its holdings. These exceptions should be specific and well defined (length of terms, quantity, etc.). The Board should be reasonably certain that the project collective will have the means to repay the line of credit in full within the defined length of term.

### **10.2 Financial Autonomy**

The collective will prepare a budget for their operations at the beginning of each fiscal year. The Board of Directors must approve this budget. The authority to amend the budget rests solely with the collective. Collective annual budgets are public information.

The project collective is responsible to provide financial information to the Board within two (2) weeks of an explicit request made at a Board meeting that states which information is desired. The board has the right at any time to access the financial documents of the project collectives by remunerating the collective for the staff support required to maintain the security of the documents. The board can pass a motion to use their allotment of the respective collective's resources to this end.

### **10.3 Remuneration**

It is a priority of LFV to pay all Collective Members a liveable wage. In view of this, the Collective will set the wage of Collective Members according to commonly accepted measures, and this wage is then approved by the Board.

### **10.4 Financial Reports**

LFV will commence its fiscal year, annually, on the 1st of June. Within thirty (30) days of the completion of a fiscal year, a financial report will be produced by the collective, available for public review and shall be made accessible at LFV.

## **11 Internal Mediation and Arbitration Procedure**

In the event of a dispute between Collective Members, Board members, Volunteers, or Cooperative Members or any combination of these, a complainant may request for mediation or arbitration to the Conflict Resolution Facilitator (or another Board Member).

At the Board meeting immediately following the request for mediation or arbitration, the Board will form an Arbitration Committee, which is to consist of the seated Members of the Board (excluding any Board Members named in the complaint). The Board is required to have an internal arbitration procedure that will be made available at all project operations sites. Additionally, notification of this policy with current contact information for the Conflict Resolution Facilitators will be posted at LFV.

## **12 External Arbitration Procedure**

In the event of a dispute between the Board or a collective and an external person, or in the event that the Board of directors has a dispute with the project collective, the Board of Collective will accept any request for arbitration following this procedure.

### **12.1 Arbiter List**

LFV will have a list of organizations that provide arbitration services. This list will be updated and ratified each year at the Annual General Assembly.

### **12.2 Arbitration Council**

An arbitration council of three (3) arbiters (one (1) representative for each party named in the conflict and one neutral representative) will conduct the arbitration. The three (3) arbiters will evaluate the dispute and present their findings within ten (10) weeks of the neutral arbiter being engaged. Their final decision will be agreed upon by majority rules.

### **12.3 Selection of Arbiters**

Each party shall select an arbiter to represent them. Both parties have one (1) week from the bringing of the complaint to agree on a neutral arbiter. In the event that no agreement is reached by the end of the week, an arbiter from the Arbiter List will be engaged by the Board. The cost of the arbiters will be evaluated by the Board and, if possible, shared proportionately in a fair manner according to the parties' annual gross budgets.

## **13 Hiring Procedure**

We recognize the structural injustice and un/conscious prejudice that condition our experiences, living in a new-colonial, capitalist state founded on the oppression of indigenous people, people of colour, women, Lesbians, Bisexuals, Gays, Trans people, people of different abilities, and all other oppressed groups and the exploitation of the working class (NOTE: this isn't a comprehensive list, and is meant to orient our discussions). We recognize the non-existence of a level playing field, with regards to people's experiences and job qualifications, given these conditions of injustice. As a result, we recognize the need to compensate for these inequalities in our hiring policy. We openly endorse the need for experience with any progressively oriented organization, in order to determine "what measures and what tools and what programs to use to become liberated" (Huey P. Newton, 1968). Therefore, LFV shall ensure:

1) That all advertising and publicity for positions and opportunities within the organization shall be:

- Disseminated to communities and organizations in the Montreal area that are traditionally excluded from or under-represented in Concordia activities (e.g. anti-poverty groups, working class communities, women's groups, organizations representing people of colour, indigenous communities), unless the position requires that the candidate(s) be enrolled at Concordia;
- Disseminated according to LFV outreach policy;
- Forwarded to organizations and services with the Concordia community representing groups experiencing systemic oppression (e.g. the Women's Center, African Student Association, the Native Friendship Center, etc.);

- Widely disseminated amongst the general public. In addition to the above initiatives (a minimum of 50 posters placed around campus, and 50 off campus); ads must also be placed in alternative and campus media of the hiring bodies choice;
- Disseminated a minimum of three (3) weeks prior to the closing of the posting;
- disseminated in all ways for an equal amount of time; and
- Posted with consideration to religious and cultural observances that might hinder the dissemination of the posting to certain groups.

2) That all media and advertising and publicity for the aforementioned positions and opportunities shall include the following phrase: “Le Frigo Vert recognizes and welcomes the unique contributions that individuals from diverse communities bring to our organization, and invites individuals from these communities to apply. We encourage applicants to describe these contributions they, as individuals with diverse experiences, would bring to Le Frigo Vert in their cover letter or resume.”

3) Within all stages of the hiring process (resume and interviews), each session must begin with a discussion of how the qualifications listed in the job description might be unavailable or inaccessible to people from oppressed communities, and raise awareness within the hiring committee of the need for compensatory measures to rectify such an unequal presentation of job skills and qualifications.

4) LFV commits itself to a non-tokenistic, but socially conscious approach to hiring, which incorporates an awareness of and a willingness to compensate for systemic oppression. In light of this, LFV commits itself to pro-active equal opportunity, with steps being taken to incorporate the perspectives, experiences, guidance and knowledge of oppressed peoples within the organization, through the above “conscious hiring process”.

### **13.1 Hiring Committee**

The hiring committee, which will consist of at least a majority of the current Frigo Collective plus one Board Member, will be formed before any review of resumes occurs and will conclude once hiring is complete. The hiring committee will make the final hiring decision based on the Normal Decision Making Process. (See Section 5).

### **13.2 Confidentiality**

Any and all personal information about the applicants obtained by any means, including but not limited to: resumes, cover letters, interviews, or any other parts of the hiring procedure will remain confidential to current Collective Members and the current Board only. Confidentiality will remain at all times, including after the hiring has been completed.

### **13.3 Board Involvement**

The Board will send a delegate to sit on all hiring committees. The Board Delegate will have full voting rights.

## **14 Emergency Hiring**

In an emergency situation, the Collective Members can hire whomever they choose, according to whatever procedure they choose. This hiring must be presented to the Board for review and approval at the next regularly scheduled Board meeting. In the event that the next regularly scheduled board meeting is to take place more than two (2) weeks from the date that it has been decided that an emergency hiring process must commence, the Board will schedule an emergency meeting no more than one (1) week from the submitted date of request from LFV. In the event that the Board does not meet within this one-week time frame, it is assumed that they will accept this emergency hiring process. Under no circumstances should more than  $\frac{1}{4}$  of total staff be hired under the emergency hiring process.

Tab 2

