

Gateway Student Journalism Society

# Standing Operational Policies

Updated and ratified as of August 4, 2016

## SECTION 1: OPERATIONS

### 1.1 Editorial Policies are the Province of the Editorial Board

Notwithstanding any overriding provisions of GSJS by-laws and their preamble, as well as the elements of these Standing Operational Policies which prescribe certain Editorial responsibilities, the Editorial Board shall be charged with creating, maintaining and publicizing its own policies related to the discharge of their duties in producing the Gateway. Though the Board of Directors does not wish to impose itself upon these policies, the Board of Directors should like to review these policies from time to time, as well as be notified of any changes, for the satisfaction of diligence.

*[GSJS Board: 29 April, 2005]*

### 1.2 Publishing Schedule

As soon as the Editor-in-Chief is hired for the forthcoming year, s/he and the **Managing Editor** shall set the publishing schedule for the forthcoming year. Nominally during the fall/winter session, there shall be one issue per month when classes are in session. There shall be no fewer than 8 issues per academic year, and no fewer than 500 unique online content posts per fall and winter semester to remain in accordance with Bylaw 6000 of the University of Alberta Students' Union.

*[GSJS Board: Amended 13 July 2011, 17 February 2011]*

### 1.3 Advertising

Generally speaking, there shall be a distinction between editorial content and advertising content. Advertising content includes all display, in-house, and classified advertising, as well any other paid promotional material

*[Convention].*

1.3.1 **Disclaimer text:** The following text should appear in the masthead of all issues, of the Gateway, and online as part of the disclaimer: "Any statements of fact, opinions or claims featured in any advertisement are solely those of the advertiser and as such do not in any way represent the views of the Gateway or the GSJS; neither does the presence of any advertisement represent any endorsement of the advertiser by the Gateway or the GSJS."  
*[GSJS Board: 29 April 2005]*

1.3.2 **Inserted media:** Per the terms of our 2002 autonomy referendum, the Gateway shall not accept any inserted media (ie. fliers, cards, etc.) for distribution with the magazine. *[Convention]*

1.3.3 **Standards:** As a rule, advertising copy and art must not be sexist, racist, homophobic or otherwise hateful in nature. All members of the Business Unit shall use their best judgment to identify controversial or problematic ads and shall promptly draw said ads to the attention of the Editorial Board for final decision. *[Convention]*

1.3.4 **Ad/content ratio:** In the interests of maintaining an editorial focus, the ad/content space ratio shall not exceed 40%, and shall ideally range between 25% and 35%. *[Convention]*

1.3.5 **No boycotts:** As a rule, the Gateway does not discriminate between advertisers who otherwise meet the standards policy described above, and trusts an informed readership to not equate an advertiser's presence in the newspaper as an editorial endorsement of any products or companies featured therein. *[29 April, 2005]*

## 1.4 Board of Directors Operations

- 1.4.1 In addition to the reports specified under the GSJS Bylaws (5.2.3), the Board of Directors shall also receive a report from the Online Editor at each Board meeting. This report shall provide information on the Gateway and GSJS sections of the website, operational problems in running the website, discussion of potential business opportunities, visits data and any other information that may be of use to the Board of Directors in making operating decisions about the Society.
- 1.4.2 In addition to the reports specified under the GSJS Bylaws (5.2.3), the Board of Directors shall also receive a report from the Advertising Sales Representative at each Board meeting. This report shall provide information on how relationships with advertisers are progressing, feedback received from advertisers about the papers operations or look, the progress the Sales Representative is making on getting contracts signed and returned, the Sales Representative's feelings about how the advertising market is, how sales are progressing, problems the Sales Representative has encountered with clients and any additional information that may be of use to the Board of Directors in making operating decisions about the Society.
- 1.4.3 The business report to be given by the Editor-in-Chief board meetings that is specified in the Society's bylaws (5.2.3) shall be comprised of following documents:
- A written report with updates on issues, challenges, progress, problems, operations of the organization and any additional information that may be of use to the Board of Directors in making operating decisions about the Society that have occurred since the last meeting of the board.
  - Up-to-date accounts receivable and accounts payable statements
  - Quarterly (June, September, December, March) comparative income statements
  - Quarterly up-to-date yearly budget with comparison to approved budgeted amount

*[GSJS Board: 5 January, 2010]*

## SECTION 2: INTELLECTUAL PROPERTY AND COPYRIGHT

### 2.1 For Editors

For purposes of their employment contracts, editors shall be understood as subject to the same terms and expectations as volunteers (as listed below) in respect of their editorial contributions to the organization, subject to the terms and wording of said contracts. [29 April, 2005]

### 2.2 For Volunteer Contributors

What follows is the text of the agreement volunteers must sign to contribute to the paper; its numbering and organization have been preserved to reflect the actual agreement that is to be used. Editors must ensure that all of their contributors have signed a copy of this agreement before their work is published in the paper:

### **GATEWAY CONTENT COPYRIGHT AGREEMENT**

(Revised April 2010)

**BETWEEN:**

**Gateway Student Journalism Society**  
**("The Gateway")**  
**An Alberta Society Incorporated Under the *Societies Act***

- and -

**(Print Your Full Name)**  
**(“You”, “Your”)**

**Please read this agreement carefully. It affects your legal rights, including any existing agreement(s) between you and the Gateway. It affects your rights over material you will submit to the Gateway, and material you may have already submitted to the Gateway. Do not sign this agreement unless you have read it, understand it, and agree to its terms.**

**Definitions**

1. In this agreement,
  - a. “Submitted material” means any intellectual property submitted by you to the Gateway, to be published or used by the Gateway, in any medium or combination of media (such as *The Gateway* [print publication](#) and *The Gateway* website), and includes, but is not limited to, text, articles, stories, news or opinion pieces, photographs, artwork, graphic art, comic strips, graphic design, newspaper layout, website design, software, audio, and video, but excludes any specific intellectual property developed for or licensed to the Gateway under a separate written agreement between you and the Gateway, and excludes any paid advertising; and
  - b. “Publish” means to make available to the public in any medium or combination of media, including, but not limited to, in a print [publication](#) (such as *The Gateway* newspaper), online (such as on *The Gateway* website, in an online newspaper archive, or through an online newswire service), and by displaying in a public place.

**Scope of Agreement**

2. You agree that all of your submitted material will be governed by this agreement.

**Material Not Considered for Publication Unless Material Governed by This Agreement**

3. You acknowledge that the Gateway will not consider your submitted material for publication unless you agree to the terms of this agreement, and you acknowledge that having your submitted material considered for publication is good and sufficient consideration under this agreement.
4. You acknowledge that the Gateway has no obligation to publish any of your submitted material.
5. You acknowledge that you will receive no payment, compensation, or royalties in exchange for the use of your submitted material, or in exchange for granting rights to your submitted material to the Gateway.

**Gateway Granted Copyright in Your Submitted Material**

6. Subject to the terms of this agreement, you permanently and irrevocably assign, transfer, and grant the Gateway your entire copyright interest in any submitted material, for the remainder of the term of copyright in the submitted material.
7. You waive and assign to the Gateway any right you may have to restrain publication of your submitted material.

**You Receive License Fourteen Days After Submission or Publication, or When Given Permission**

8. If the Gateway does not publish your submitted material within 14 days of your submission of the material, you automatically receive a license to use your submitted material, under the terms set out in section 10.
9. If the Gateway publishes your submitted material within 14 days of your submission of the material, you automatically receive a license to use your submitted material, under the terms set out in section 10, 14 days after the Gateway first publishes your submitted material.
10. After the expiration of the period set out in section 8 or 9, as the case may be, you receive a perpetual, worldwide, irrevocable, royalty-free, and non-exclusive license to:
  - a. Derive new works from your submitted material;

- b. Publish, reproduce, modify, and edit your submitted material and derived works; and
  - c. Sub-license your submitted material and derived works on any terms you deem appropriate.
11. Even if you have not yet received a license under section 10, you may allow anyone to use your submitted material at any time if you are given written permission to do so by the Editor-in-Chief of the Gateway.

### **No Right to Gateway Identity**

12. Notwithstanding sections 8 through 11, you understand that the opinions expressed in your submitted material do not represent those of the Gateway. Furthermore, you do not receive any license or any other right to claim official endorsement from the name, trademarks, logos, layout, composition, or visual identity of the Gateway or its publications, and you shall not implicitly or explicitly represent that your submitted material is endorsed by the Gateway or its publications without the prior written permission of the Editor-in-Chief of the Gateway.

### **Your Right to Receive Credit for your Submissions; No Right to be Disassociated**

13. If the Gateway publishes any of your submitted material, the Gateway will provide you with reasonable attribution and credit with respect to that submitted material.
14. You acknowledge that the Gateway is under no obligation to disassociate you from your submitted material, for any reason, at any time (for example, by removing your name from your submitted material that the Gateway has published on a website).

### **Your Representations and Guarantees**

15. You represent and guarantee that you believe, in good faith:
- a. That you have the legal authority assign copyright in your submitted material to the Gateway (for example, because you are the sole, original creator of your submitted material), and,
  - b. That the publication or use of your submitted material by the Gateway will not violate any Gateway bylaw or policy, or any law in force in Alberta.
16. You agree to indemnify and hold harmless the Gateway and its employees, volunteers, members, directors, and officers from and against any loss, claim, judgment, damage, or liability resulting from a breach of any of your above noted representations and guarantees.

### **This Agreement Applies Retroactively and Supersedes Prior Agreements**

17. You agree that this agreement will apply retroactively to:
- a. All of your submitted material that has already been submitted to the Gateway (for example, works already submitted to or published by the *Gateway* newspaper before you entered into this agreement), and,
  - b. All of your submitted material that was published by *The Gateway* student newspaper before the Gateway Student Journalism Society was incorporated.
18. You agree that all prior intellectual property, copyright, and license agreements between you and the Gateway that relate to any submitted material (with the exception of any employment agreement between you and the Gateway) are terminated, revoked, and replaced by this agreement.

### **Termination, Survival, Entire Agreement, Modification of this Agreement, and Effect of Waiver**

19. Both you and the Gateway may terminate this agreement at any time, by providing the other party with notice in writing. If this agreement is terminated, the terms of this agreement will continue to apply to submitted material that you submitted to the Gateway before the termination of the agreement, unless you enter into a new written agreement with the Gateway that replaces this agreement.
20. Any modification of this agreement must be in writing and must be approved by the Gateway Board of Directors, or will be null and void. The waiver by either party of any breach or violation of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

21. You acknowledge that you have read and understood the provisions of this agreement, that you have had a reasonable opportunity to receive independent legal advice regarding this agreement, and that you agree to be bound by this agreement.

**IN WITNESS WHEREOF, the parties have duly executed this agreement in the City of Edmonton, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ :**

\_\_\_\_\_  
**Your Signature**

\_\_\_\_\_  
**Editor-in-Chief and Publisher**  
On Behalf of The Gateway

\_\_\_\_\_  
**Your Address & Postal Code**

\_\_\_\_\_  
**Your Phone Number**

\_\_\_\_\_  
**Your Email Address**

*[GSJS Board: Amended 27 April, 2010; originally enacted 5 August, 2004]*

### **2.3 Removal of material from the Gateway website**

2.3.1 Does not normally remove content:

The Gateway will not normally remove volunteers' contributions from its website. However, exceptions may be made by the Editor-in-Chief in exceptional cases.

2.3.2 Offensiveness or immaturity not grounds:

A volunteer's concern that his/her contributions were offensive and/or immature and might make an unfavourable impression on potential employers is not an "exceptional case" for the purposes of 2.3.1.

*[GSJS Board: 29 May, 2008]*

## **SECTION 3: HUMAN RESOURCES**

### **3.1 Employee Contracts Required**

No individual shall be put on the Society's payroll until such time as he/she has signed a full employment contract.

*[GSJS Board: 22 April, 2004]*

### **3.2 Editorial Term Limits:**

No individual shall hold any one paid editorial position for more than two terms (consecutively or otherwise); and no individual may work for more than four terms in any combination of paid editorial positions (consecutively or otherwise).

*[GSJS Board: 29 April 2005]*

### **3.3 Performance Review of the Business Staff**

Performance review of all GSJS Business staff will be completed no later than December 31 and April 30 of each publishing year, and be conducted in the following fashion:

3.3.1 A performance review will be conducted by the Human Resources Committee;

- 3.3.2 The Human Resources Committee will interview the Editor-in-Chief on issues pertaining to their own performance and that of other staff members;
- 3.3.3 The Human Resources Committee will interview staff individually on issues pertaining to the performance of the EiC;
- 3.3.4 The Human Resources Committee will review a written statement prepared by the GSJS's treasurer in regards to their evaluation of the accuracy of the reports submitted to the Board by the EiC, and the performance of the EiC as a whole;
- 3.3.5 All written reviews will follow the GSJS Business Performance Review templates for their respective positions;
- 3.3.6 All employees will review their written reviews and have the opportunity to discuss them with the members of the Performance Review Committee prior to their distribution and presentation to the board of directors;
- 3.3.7 The Performance Review Committee will present a summary of the performance review process along with the completed performance reviews to the Board of Directors during their regularly scheduled meeting;
- 3.3.8 Any details regarding the performance review of Business and Editorial staff members are strictly confidential and should not be distributed or discussed outside of the process outlined above;
- 3.3.9 The Human Resources Committee will meet with the Business Manager and Editor-in-Chief in early August to discuss summer operations, business and/or editorial staff transitions, and staff dynamics in general.

*[GSJS Board: Amended 19 April 2012, 13 July 2011; originally enacted 27 April 2010]*

## **SECTION 4: FINANCE**

### **4.1 Amortization of Capital Equipment Acquisitions**

- 4.1.1 Computer hardware, electronics, photo, equipment and furniture purchases of \$500 and over in value per be treated as capital assets and be amortized in a linear fashion over a four-year period.
- 4.1.2 Computer software purchases of \$500 and over shall be treated as capital and amortized in a linear fashion over a three-year period.
- 4.1.3 All other equipment purchases shall be treated as operational expense.  
*[GSJS Board: 21 September, 2003]*

### **4.2 Authorized Signing Officers**

Any two of the following four may sign for financial purposes on behalf of the GSJS

- Chairperson
- Treasurer
- Editor-in-Chief

*[GSJS Board: Amended September 21, 2003, originally enacted 15 August, 2002]*

### **4.3 Budget Process**

- 4.3.1 As soon as the incoming Editor-in-Chief is hired, s/he and the Chair of the Board and the Treasurer shall prepare a preliminary base budget incorporating known cost changes (eg: CPI adjustments to payroll, nominal printing increases, and pre-authorized or ongoing initiatives) for the upcoming year. It shall also account for proposed normal capital expenses related to rotation of computer hardware. All new program expense and extraordinary capital expense should be noted separately and in addition to the base budget.
- 4.3.2 Though the process is led by the Executive Director and Editor-in-Chief, it should be understood to be a consultative and collaborative project, guided by the mandates of the Society and the welfare of The Gateway. Feedback and input should be sought from interested parties at all stages of the process.

- 4.3.3 The Finance Committee shall hold an open meeting to review (and make any minor revisions to) the base budget and offer recommendations concerning all new and extraordinary expenses.
- 4.3.4 The revised base budget, as well as any recommendations from the Finance Committee regarding extraordinary expenses, shall come to the board for consideration no later than June 30.
- 4.3.5 Should the board fail to pass a final budget at that time, the base budget prepared by the Chair of the Board, the Treasurer and Editor-in-Chief (less all extraordinary expenses) shall guide the Society until such time as the Board readdresses the matter.
- 4.3.6 The budget shall be reviewed quarterly (September, December, March) by the Chair of the Board, the Treasurer, and Editor-in-Chief and adjustments should be made based on advertising and other revenue projections. Changes should be approved by the Board of Directors at the following board meeting.

*[GSJS Board: Amended 13 July 2011, 27 April 2010, originally enacted 29 April, 2005]*

#### **4.4 Audit Process**

- 4.4.1 The board shall endeavour to solicit offers from a variety of accounting firms for the auditing of the Society's financial statements a minimum of every four years.
- 4.4.2 The board will pass a motion every year approving the appointment of its auditors.
- 4.4.3 The Audit Committee shall meet prior to the beginning of the current year's audit to review the previous year's audited financial statements to familiarize themselves with the documents, review the previous year's management letter from the auditor, and determine if suggested changes to operations or policies were carried out and whether further adjustments in areas outlined in the management letter are required.
- 4.4.4 The Treasurer, Editor-in-Chief, and other available members of the Audit Committee will meet with the Auditor (or their representative) at the opening of the audit to discuss the process, the Auditor's requirements from the Society, and any questions the Board or committee may have.
- 4.4.5 During the audit process, the Treasurer shall remain in regular contact with the Editor-in-Chief to determine how the audit is proceeding, and to learn of any issues that may need to be brought to the attention of the committee or the board as a whole.
- 4.4.6 After the audit has been completed, the Audit Committee shall convene a meeting with the Auditor, Editor-in-Chief and any additional people as required. This meeting shall act as the initial review of the completed audit by the Society and allow the audit committee to begin their preparation of their comments and report for both the Board of Directors and Annual General Meeting.
- 4.4.7 At the meeting of the Board of Directors where the audited financial statements are tabled for review and approval, the Audit committee shall table a report with their comments or concerns with the audit as completed.

*[GSJS Board: Amended 20 Sept 2012, 13 July 2011, originally enacted 5 January, 2010]*

#### **4.5 Budget reserve & working capital maintenance**

The budget process shall aim for a net positive cash impact of at least \$5,000 annually as a contingency buffer and/or surplus for maintaining of the working capital against inflation. The net budgeted change in cash position can be estimated by subtracting the amortization expense (which is a paper expense, not cash) and adding in the planned cost of capital purchases. (There are other minor factors which will affect the actual change in cash position, but these are the major ones.)

*[GSJS Board: 29 April, 2005]*

## **4.6 Credit Cards**

- 4.6.1 Society credit cards shall normally be issued to the Managing Editor and Editor-in-Chief.
- 4.6.2 No person shall be issued a society credit card until he/she has signed an agreement with the society assuming responsibility for any unauthorized or undocumented purchases made on the card.
- 4.6.3 Expenditures on the Managing Editor's credit card shall be reviewed by the Editor-in-Chief and expenditures on the Editor-in-Chief's credit card shall be reviewed by the Society's Treasurer monthly.
- 4.6.4 The review carried out by each officer should consist of comparing detailed receipts against the statement issued by the credit card company as well as confirming the statement has been processed and appropriately allocated in the Society's financial records.
- 4.6.5 Items that do not have a receipt attached for reference must have a completed expense report prepared by the Editor-in-Chief detailing the nature of the expense and how its validity can otherwise be confirmed.
- 4.6.6 Should an employee be required or volunteer to reimburse any personal or unacceptable expenditures made on their card, a record of this payment (i.e. deposit slip) should be provided by the Editor-in-Chief to the reviewing officer at the time of review or as soon as possible thereafter.
- 4.6.7 Upon completing their review, the reviewing officer shall make written record of their review to be submitted to the Editor-in-Chief for filing and storage for the auditors and future reference.  
*[GSJS Board: Amended 13 July 2011, 5 January 2010; originally enacted 15 August 2005]*

## **4.7 Special Projects Line**

- 4.8.1 Each operating budget will allocate at least \$1000 to "Special Projects".  
*[GSJS Board: Amended 13 July 2011, originally enacted 28 July, 2006]*

# **SECTION 5: MISCELLANEOUS**

## **5.1 Reader Scholarships**

- 5.1.1 The contest shall be known as the Nth Annual Gateway Student Journalism Society Award for Outstanding Achievement in the Field of Excellence, noting 2003 was the first year;
- 5.1.2 Two awards of \$750 each, including an engraved plaque, shall be offered to students who meet the eligibility criteria set out below, the number of which to be set out during the annual budget process;
- 5.1.3 Reader scholarships are administered by the Students' Union Awards program, under the category of Student Involvement Awards. Applications for all Student Involvement awards are made online through the SU website;
- 5.1.4 The availability of these awards shall be advertised prominently at least six weeks prior to the application deadline;
- 5.1.5 Eligible applicants must show active involvement in the campus community on a level that demonstrates the value of mass communication as a tool of the student voice. Applicants must not be a current or former paid staff member of a campus media organization. Preference will be given to students who have actively contributed to some form of campus media.
- 5.1.6 Should the full amount budgeted for these awards not be disbursed to students for any reason, the balance of the budgeted funds shall be donated to a campus cause deemed worthy by the Society's Board of Directors.



*[GSJS Board: as amended 27 April 2010, previous amended 1 April 2005 and April 22, 2004, and originally enacted on March 21, 2003; arises from promises made during the 2002 referendum campaign to give such scholarships.]*

## **5.2 Travel for event/sports coverage:**

There shall be a budget line under general operating expenses for Journalistic Travel. Expenses from that line shall be administered subject to the following:

- 5.2.1 If the cost of any proposed travel for event coverage is under \$250, the Editor-in-Chief may approve the expense on his/her own;
- 5.2.2 If the cost is between \$250 and \$500 the EIC and the Managing Editor may jointly approve the expenditure; and,
- 5.2.3 If the cost of the travel exceeds \$500, the proposal must come to the Board of Directors for approval.
- 5.2.4 Funds in excess of this line shall be granted for exceptional circumstances only and shall not normally be granted for travel to events that are televised or webcast, or to those in cities where an English-language Canadian University Press paper is based.

*[GSJS Board: 15 January, 2005, amended 6 July, 2008]*

## **5.3 Business staff writing on the Students' Union**

- 5.3.1 The business staff, other than the Circulation PALs, are prohibited from issuing comment or opinion on any S.U. electoral, policy, or staffing issues in the *Gateway*.
- 5.3.2 This does not preclude the business staff, given the Editor-in-Chief's consent from commenting on other worldly issues in the pages of the *Gateway*.

*[GSJS Board: 17 March, 2006]*

## **5.4 Election of Volunteer Reps to the Board of Directors**

- 5.4.1 The election of Volunteer Representatives to the Board of Directors shall be conducted by secret ballot before the last meeting of the out-going board. Ballots shall be cast using preferential voting. Out-going editors and volunteer staff may vote; in-coming employees and candidates cannot vote. Candidates shall speak for three minutes, and answer five questions prepared by the Volunteer Relations Committee in conjunction with the Editor-in-Chief. *[GSJS Board: 11 April, 2006]*
- 5.4.2 Candidates shall also not perform any type of campaigning, where "campaigning" is defined as speaking at section meetings or using e-mail listservs for the promotion of that candidate's election. *[GSJS Board: 11 April, 2006]*
- 5.4.3 Candidates violating 5.4.2 shall be disqualified. *[GSJS Board: 11 April, 2006]*

# **SECTION 6: CODE OF CONDUCT**

What follows is the full text of the GSJS code of conduct as adopted by the Board on 5 August 2005. The Code's numbering and organization shall be preserved as it was passed for the sake of clarity.

## **CODE OF CONDUCT Governing Individuals Affiliated with the Gateway Student Journalism Society**

### **ARTICLE 1: INTRODUCTION**

#### **1.1 - Scope**

- a. This code applies in the context of the Gateway Student Journalism Society ("GSJS") workplace. The workplace is defined as the physical GSJS offices; additionally, the workplace is further understood to include any conferences, retreats, editorial or board of directors meetings, and any other GSJS functions irrespective of location, as well as during traveling to and from said events; furthermore, for

purposes of this Code, the workplace also extends to all listservs and communications from GSJS email addresses as well as any other time/place that an individual can reasonably be understood to be representing the GSJS, including and especially when on assignment.

- b. This code applies to all affiliates of the GSJS, ("members"), specifically including paid staff, directors and volunteers while they are in the GSJS workplace as defined above.

### **1.2 – Organization and application**

- a. Articles One, Two and Three combined shall be understood to constitute Part One of this Code. Article Four shall be understood to constitute Part Two of this Code.
- b. Part One shall be posted prominently in the GSJS office and circulated to current and new members. The whole document shall be included in the GSJS policy manual and shall be posted on the GSJS website. Copies of this code shall be made available to anyone within 48 hours of request.
- c. Violations of Articles Two and Three shall be subject to disciplinary proceedings outlined in Part Two/Article Four.

## **ARTICLE 2: EXPECTATIONS**

The GSJS expects all members to aid in the maintenance of a safe, professional and smooth-running operation. To this end, the following is expected of all members:

### **2.1 – Conduct and acceptable use of GSJS office space**

- a. GSJS members are expected to maintain a clean and orderly office conducive to a professional work environment, keeping within the parameters of the Students' Union property lease agreement. Individuals must clean up after themselves and respect the personal space of others. Any damage to, misuse of, or extended state of uncleanliness within the office must be reported to the Editor-in-Chief. If the damage or misuse is determined to be in violation of the Student's Union property lease agreement, the Editor-in-Chief will report it immediately to the Students' Union's manager of facilities and operations.
- b. Consumption of alcohol or illegal drugs is strictly forbidden in the Gateway office. Any member found in violation of this ruling will be subject to immediate termination and/or disbarment from the GSJS.
- c. Use of the Gateway office outside of the hours outlined in Section 2.1.d shall be restricted to activities related to GSJS business and functions endorsed by the Editor-in-Chief, provided that such activities do not conflict with any other GSJS policy or bylaw.
- d. Access to the Gateway office outside of regular Gateway office hours will be limited to staff key holders and other individuals at the discretion and responsibility of the Executive Director and Editor-in-Chief, where regular office hours are defined as:
  - 7 a.m.–1 a.m. on Gateway production days
  - 7 a.m.–11 p.m. on weekdays that are not Gateway production days
  - 10 a.m.–9 p.m. on weekends and holidays.
- e. Access to all other areas of the Students' Union Building's third floor outside of SUB's daytime operational hours will be restricted. Access to restroom facilities in 3-06 SUB during these periods will only be allowed at the discretion and responsibility of the Executive Director and Editor-in-Chief.
- f. Members of the GSJS are not to be permitted to enter the Gateway office after a GSJS social function under any circumstances.

*[GSJS Board: April 15, 2010]*

### **2.2 – Equipment Usage**

- a. Since a limited space is shared by many people, individuals should clean up after themselves and respect the personal space of others.
- b. Equipment and other property belonging to the GSJS shall be treated with respect and care, and shall only be used for its intended purpose. By extension, equipment shall not be used excessively for non-GSJS projects.
- c. Equipment shall not be used for personal projects unless all work-related tasks are complete and no other members are waiting to use said equipment for GSJS work.
- d. Damage to, or any malfunction of, GSJS equipment must be reported to the Editor-in-Chief immediately.
- e. The individual responsible for damage to GSJS equipment will be held financially responsible by GSJS.

- f. Equipment being removed from the office shall be properly signed out and must be returned in the condition in which it was removed.

### **2.3 – General Conduct**

All members shall:

- a. conduct themselves professionally and courteously while in the workplace or on GSJS business;
- b. do their utmost to foster a welcoming, tolerant, comfortable and professional environment at all times;
- c. decline to participate in any public behaviour, discussions or commentary disparaging to any fellow member.

### **2.3 – Work Done for the GSJS**

Contributors (defined either as editors working for other sections or volunteers) shall:

- a. adhere to deadlines as assigned or delegated;
- b. not accept assignments they do not intend to complete;
- c. alert their editor immediately should the completion of an assignment come in to doubt;
- d. take great care to ensure the integrity of all quotes, attributions and facts, bearing in mind that errors reflect not only on personal journalistic integrity, but also directly on the credibility of the GSJS itself.

## **ARTICLE 3: UNACCEPTABLE BEHAVIOUR**

All those affiliated with the GSJS may reasonably expect to pursue their work in a safe and civil environment. The GSJS therefore condemns any violence or offenses against property; moreover, the GSJS denounces any harassment on the basis (singly or in any combination) of race, colour, sexual orientation, disability, age, marital status, political or religious affiliation, place of origin, class or gender.

### **3.1 – Harassment**

- a. Harassment may be verbal or physical, and consists of any vexatious and/or unsolicited comment or conduct that is known, or should reasonably be known, to be unwelcome. This definition applies to both single and ongoing incidents.
- b. Harassment may include, but is not limited to:
  - i. unwelcome remarks, jokes, innuendoes or taunts about a person's body, clothing, gender or sexual orientation, sexuality, racial background, disability, age;
  - ii. insulting gestures and jokes: for example, of a sexist, racist or homophobic nature;
  - iii. the display of pornographic and/or racist material outside of the context of legitimate research;
  - iv. refusing to talk to, or work cooperatively with a person because of her or his sex, race, colour, sexuality, age;
  - v. unwelcome physical contact, such as patting, touching, pinching;
  - vi. unwelcome sexual overtures;
  - vii. sexual assault;
  - viii. physical assault; and,
  - ix. creating, or threatening to create, a condition which unnecessarily endangers or threatens the health, safety or well-being of another member or group of members.

### **3.2 - Offenses Against Property**

Offenses against property are defined as willfully or recklessly taking, having unauthorized possession of, and/or damaging or destroying any property belonging to:

- a. The GSJS; or,
- b. Any fellow member, when said member's property was in the GSJS workplace; or,
- c. Property belonging to the Students' Union.

## **ARTICLE 4: PROCEDURE FOR ADJUDICATING COMPLAINTS**

Complaints made under this Code shall be adjudicated in a manner that is consistent with the principles of natural justice and fairness for all parties to the complaint, regardless of constituency. The principles of natural justice may be defined broadly as the obligation to hear both sides, to allow counsel, and to render decisions untainted by bias, and to give reasons for any arising decision and to allow for a course of appeal.

#### **4.1 – Raising Concerns and Informal Complaints**

Any GSJS staff member or volunteer may field general or specific concerns regarding the conduct of fellow members or the policies and procedures of the organization as a whole to the Society's board of directors through their Editorial Representative, Volunteer Representative, Human Resources Representative, or the standing Human Resources Committee. Contact information for these representatives and committees will be made available on the GSJS website and posted publicly in Gateway offices.

#### **4.2 – Initial Complaint**

- a. Complaints can be brought to the Editor-in-Chief by anyone who has suffered, or (if not a sufferable offense) personally witnessed, a gross or recurrent failure to meet Expectations (as outlined in Article 2) and/or any instance of Unacceptable Behavior (as outlined in Article 3).
- b. If the Editor in Chief is either unavailable, in a demonstrable conflict of interest, or the subject of the complaint, one of the following officers may be approached to act in his/her stead:
  - i. Any voting member of the GSJS Board of Directors;
  - ii. Managing Editor;
  - iii. Chair of the Board of Directors;
- c. The Editor-in-Chief (or his/her substitute as designated above in 4.1.b) shall be the "Adjudicator" and shall act to oversee the processing of the complaint.

#### **4.3 – Complaints Subject To A Range Of Responses**

In keeping with the desire to settle conflicts in an effective and constructive manner, the GSJS, through the adjudicator, shall endeavour to seek an appropriate response to any alleged violations of this Code, ranging from the use of alternate methods of conflict resolution to formal procedures for adjudicating complaints (4.3). If a violation has occurred, every attempt shall be made to use remedies and sanctions that restore harmony, collegiality and cooperation between members.

#### **4.4 – Proceeding with the Complaint**

At all stages of the complaint the twin rights to confidentiality and fairness held by both the complainant(s) and the defendant(s) shall be held in the highest regard by all participants.

- a. Normally, a formal complaint should be filed within seven days of the alleged violation. This period may be extended at the discretion of the Adjudicator.
- b. Any formal complaint must be made in writing, must include substantive detail as to the nature and extent of the alleged code violation(s) and must specify the identity of the defendant(s).
- c. Complaints may not be brought on behalf of another party (excepting when the complaint is being brought on behalf of the GSJS itself, per 4.1.d.).
- d. The Adjudicator shall hold the particulars of the complaint in confidence.
- e. The Adjudicator shall act as Chair of the Grievance Committee [act](#) (see 4.5).
- f. The Adjudicator shall inform the complainant(s) of any delays regarding the complaint procedure, should they occur.
- g. In the event that the alleged offence is of a sufficiently serious nature as to suggest an ongoing danger to members or GSJS interests, the Adjudicator may -- according to their best judgment, and in consultation with at least one other senior GSJS officer (Editor-in-Chief, Chair of the Board or Executive Director) -- immediately suspend a defendant pending the unfolding of the investigation process. In this case, the defendant shall be informed immediately of their suspension under this clause.

#### **4.5 – Initial Composition of the Grievance Committee**

The grievance committee shall be composed of three (3) officers of the Gateway Student Journalism Society, according to the following guidelines and procedure:

- a. The Adjudicator shall work to immediately fill the two other positions, avoiding any persons known to be substantially in conflict with either the complainant(s) or defendant(s).
- b. The second member of the committee shall be a voting member of the GSJS board (preferably the Chair).
- c. The third member of the committee shall be a member of the Editorial Board (preferably an Editors' Board Rep).
- d. The Adjudicator should also recognize the need to represent a diversity of backgrounds and opinions on the committee.
- e. Having preliminarily established an absence of malice or conflict on the part of a prospective member of

the committee, the Adjudicator shall disclose the written complaint to the prospective committee member in strict, stated confidence. The Adjudicator shall then ask the prospective committee member to declare if they feel able to deal fairly with the complaint involving the named parties. If they cannot do so without reservation then they shall be replaced by another suitable member according to the criteria set out above.

- f. The Adjudicator shall make every reasonable effort to complete the initial selection of the grievance committee within 48 hours of receiving the complaint; sooner if practicable.
- g. The Adjudicator will notify the complainant(s) of the composition of the grievance committee to ensure there are no substantial conflicts from the perspective of the complainant(s). It shall fall to the judgment of the committee as a whole to weigh any objections.

#### **4.6 - Notification of Defendant(s) and Right of Reply**

- a. The Adjudicator shall make every reasonable effort to notify the defendant(s) in writing that a complaint has been filed within 24 hours of the approval of the committee by the complainant(s); sooner if practicable.
- b. The composition of the committee shall be disclosed at this time.
- c. The defendant(s) shall receive a copy of the formal complaint as well.
- d. The defendant(s) shall be encouraged to submit a written statement in response to the complaint.
- e. The defendant(s) shall also be expressly informed of their opportunity to state, in writing, any objections to the composition of the committee.
- f. The defendant(s) shall normally have 48 hours to compose these responses, though this may be extended at the discretion of the committee.
- g. Immediately after receipt of documents from the defendant(s) the Adjudicator shall disclose to the grievance committee the defendant(s)' reply to the allegations.
- h. Any objection on the part of the defendant(s) to the composition of the board shall also be reviewed.
- i. In the event that the composition of the grievance committee changes by resignation or removal, both the complainant(s) and defendant(s) shall have a right of reply to the appointment of any new member of the committee.
- j. Any dismissed member shall continue to maintain the confidence of all knowledge pertaining to the complaint and reply thereto.
- k. The intent of these provisions is to ensure that the committee is fair and impartial; these procedures should not be employed frivolously to delay the proceedings.

#### **4.7 – Investigation**

- g. The committee shall thoroughly investigate the details of the alleged code violation to ascertain their veracity.
- h. Any interviews conducted shall be recorded and transcribed for the investigation file.
- i. Interviews shall be conducted only in the presence of all members of the committee.
- j. Both the complainant(s) and defendant(s) shall have the opportunity to suggest witnesses for interview.
- k. Hearsay shall not be admissible. (Hearsay may be understood as second-hand evidence in which the witness is not testifying about what he/she knows personally, but about what others allegedly told the witness they saw).
- l. Committee members shall not ask leading questions of the witness. (Leading questions are those which supply new information to the witness or otherwise suggest an answer or put words in the mouth of the witness.)
- m. Witnesses shall be entitled to request a copy of the transcript of their own interview no less than 48 hours from giving it, and may ask for it from the investigation file at any time until the records are destroyed in accordance with provisions found below in 4.9.
- n. Witnesses may correct errors they note but may not change their testimony. If witnesses persist in desiring to significantly alter their statements then their entire testimony shall be deemed discredited and should be disregarded.
- o. Once the committee is satisfied with the evidence collected they shall forward it to the defendant(s) for review.
- p. The defendant(s) shall be given the opportunity to respond in writing to any evidence considered by the committee.
- q. The defendant may request a hearing from the committee and shall be entitled to bring counsel to said hearing.

#### **4.8 – Decision**

The committee may not render a decision until it has collected sufficient facts upon which to act. Decisions must be in writing and must spell out the reasons underlying the decision.

The grievance committee:

- a. May dismiss the complaint if it is found to be groundless or dilatory.
- b. May recommend another form of mediation if the complaint does not fall within the purview of this code.
- c. In respect of a defendant who is not an employee or officer of the GSJS the committee may resolve any of the following individually or in combination:
  - i. Request an apology from the defendant(s);
  - ii. Issue a formal confidential notice of reprimand of the defendant to the attention of his/her appropriate supervisors, editors, etc;
  - iii. Issue a temporary suspension of privileges, including barring contributions, and an automatic and immediate expulsion from any GSJS function and/or cessation of participation in any on-line GSJS community (this provision is intended to be employed to remove offenders deemed to pose a serious risk to the safety of others, with more permanent action to be taken pending the outcome of a related proceeding, [e.g. a criminal case], some other arbitration or a related appeal to the GSJS board); and/or,
  - iv. Recommend to the GSJS board a permanent revocation of any and all of the the defendant(s)' privileges, barring them from ever contributing, participating in any on-line GSJS activities, attending conferences, or running for any GSJS offices.
- d. In respect of a defendant who is an officer or employee of the GSJS, the committee may resolve any of the following individually or in combination (mindful of any superceding processes and criteria laid out in the GSJS bylaws and/or any applicable employment contract):
  - i. Request an apology from the defendant(s);
  - ii. Issue a formal reprimand for the personnel file (which may be referenced in combination with later reprimands or warnings as cause for termination by the GSJS board);
  - iii. Order an immediate short-term suspension with pay (if applicable) for up to two weeks, which shall include immediate expulsion from the GSJS workplace (this provision is intended to be employed to remove offenders deemed to pose a risk to the safety of others, with more permanent action to be taken pending the outcome of a related proceeding, [e.g. criminal], or pending the decision of the GSJS board on the recommendation of termination [see section 4.7 d. iv.]). The suspension may be extended indefinitely at the discretion of the GSJS board;
  - iv. Refer a recommendation of termination of employment or contract (if applicable) to the GSJS board for ratification; and/or,
  - v. Recommend to the GSJS board a permanent revocation of the defendant(s)' status within the organization.
- e. Though the members of the committee will ideally be in consensus, a committee member disagreeing with the grounds and/or scope of the decision shall detail his/her reasoning in a dissenting opinion as part of the written decision.

#### **4.9 – Role of the GSJS Board: Referrals for Ratification of Certain Decisions; Appeals**

It shall fall to the GSJS board to act as the body of appeal for all matters arising from this Code's grievance committee process. It must be stressed that aspects of the complaints and the identity of those involved shall be kept in the strictest confidence and that all discussions should be held in camera.

- a. The complainant(s) may appeal dismissal of the complaint (4.7.a.) to the GSJS board in writing within one month of the decision by the grievance committee.
- b. Any member of the GSJS board who is in a conflict of interest, is named in the complaint, or has ruled on this issue as a member of the Grievance Committee, shall recuse themselves from any discussion of the issue at the board.
- c. The extension of any suspension (4.7.c.iii. or 4.7.d.iii) must be ratified by the GSJS board with full reference to the investigation files. It shall fall to the GSJS board at that time to decide whether the suspension will include pay (if applicable), and whether to replace the defendant(s) on an interim basis (if applicable).
- d. Any recommendation for termination or permanent revocation of privileges (4.7.c.iv or 4.7.d.iv and/or

- 4.7.d.v.) should only be ratified by the GSJS board with full reference to the investigation files.
- e. The defendant(s) may appeal any ratification decision of the GSJS board in writing.
- f. The defendant(s) is/are entitled to a hearing before the GSJS board in respect of any ratification or appeal; furthermore, the defendant(s) is/are entitled to counsel at these hearings.
- g. All decisions of the GSJS board must be given in writing and must include reasoning, and shall be appropriately filed with other documents from the investigation. As with decisions from the committee level, dissenting opinions shall be included if applicable.

#### **4.10– Records of Complaints, Decisions and Investigations**

- a. Any written decision issued by the grievance committee or subsequently by the GSJS board will be included in the personnel file of the defendant(s) along with the investigation transcripts, as well as a copy of the initiating written complaint and any replies.
  - i. Both the complainant(s) and the defendant(s) have the right to see these documents;
  - ii. other witnesses in the investigation do not have any right to said documents.
- b. Records from complaints deemed dilatory or groundless (4.7.a.) shall be destroyed after one month, once the window for appeal has elapsed.
- c. Records of all other complaints and decisions shall be retained in the files for three (3) years, at which point they shall be destroyed under the supervision of the current Editor-in-Chief, Chair of the Board..

#### **4.11 –Notification of Decisions**

The right to confidentiality of complainants and defendants must be balanced firstly against Directors' need to be aware, and secondly against the need for all members to be kept aware of the disposition of their fellow members.

Decisions arising out of this process, both of the committee and the GSJS board shall remain confidential except in the following cases, and even so only specified aspects will be made selectively available according to the stipulations in each case:

- a. In the event of any reprimand being issued to a GSJS officer, the GSJS board shall be notified in camera of the details of the decision by the Adjudicator.
- b. In the event of a reprimand of a member who is not an officer, the Gateway editorial board and board of directors shall be notified in camera by the Adjudicator.
- c. In the event of any suspensions arising from this process, members will be notified of the suspension of the defendant, and further that it came about as a consequence of a Code of Conduct violation, and told if any other process is pending (appeal to the GSJS board or appeal to the courts in answer to the decision). The details of the complaint and arising decision shall otherwise remain confidential.
- d. In the event of a ratification of a recommendation for termination by the GSJS board, based on a recommendation by the grievance committee, members shall be notified that the defendant has been dismissed for cause on the basis of a gross Code of Conduct violation. The details of the complaint and decision shall otherwise remain confidential.
- e. None of the provisions laid out in this section shall be interpreted as to limit the power of the GSJS board to consider all evidence on a confidential basis in the event of an appeal, in accordance with 4.8.

#### **4.12 – Recourse to Law**

This Code does not detract from any members' right to seek the recourse of law.

*[GSJS Board: Amended 13 July 2011, originally enacted 5 August 2005]*

## **SECTION 7: BOARD AFFAIRS**

### **8.1 CONDUCT OF MEETINGS**

#### **8.1.1 Documents Provided in Advance of Meetings**

The following documents shall be provided to the chair of the Board via email no later than 24 hours prior to each Board meeting:

- a. The draft minutes for the previous meeting, to be provided by the Board secretary;
- b. The written Editorial and Business reports, to be provided by the Editor-in-Chief, and;

*[Convention, amended GSJS Board September 22, 2011]*

#### **8.1.2** The agenda, compiled by the Board chair, shall be sent to all Board members via email no later than 48 hours prior to each Board meeting.

*[GSJS Board: September 22, 2011]*

8.1.2 Meeting Minutes

The Board secretary (or his or her delegate) shall take minutes of every Board meeting that include, at a minimum:

- a. The names of the Board members and guests who attended the meeting;
- b. The text of all motions before the Board, including all related documentation necessary to give effect to a Board motion that has been passed (such as a budget); and
- c. The results of the votes on all motions, including the Board members who voted in favour of the motion, who voted against the motion, and who abstained.

*[Convention]*

**8.2 ELECTRONIC VOTING ON BOARD MOTIONS**

8.2.1 Board Member May Call for Binding Email Vote

- a. Any Board member may propose a motion to be voted upon by the Board via email.
- b. A motion passed by the Board via email in accordance with this Article has the same force and effect as though the motion were passed by the Board at a regular meeting.
- c. Every motion proposed via email, the results of these proposed motions, and the votes or abstentions of each Board member shall be entered into the Board minutes at the first Board meeting after the email vote is completed.

8.2.2 Procedures for Calling Email Vote

- a. Any Board member proposing a motion to be voted upon via email shall send the text of the motion to the Board.
- b. The deadline for voting shall be no sooner than 24 weekday hours after the motion is forwarded to the other Board members and no later than 96 weekday hours after the motion is forwarded.

8.2.3 Manner of Voting

- a. A Board member may vote in favour of or against the motion, or may abstain.
- b. A Board member votes or abstains by indicating his or her decision to the other Board members via email. A Board member who does not vote in favour of or against the motion is deemed to have abstained.
- c. An email motion is passed if it receives at least as many votes in favour as the number of Board members required for quorum at a Board meeting.
- d. No motion proposed via email is passed if any Board member votes against the motion.

8.2.4 Manner of email Discussion

- a. Individual response in a discussion following the call for an email vote shall be limited to 300 words.

*[GSJS Board: 25 November 2010]*

**8.3 BOARD COMMITTEES**

The Board of Directors shall strike the following three committees at their first regularly scheduled meeting in May:

**8.3.1 – Human Resources Committee**

- a. This committee's membership shall be comprised of:
  - i. One Director designated as the Board Human Resources (BHR) Representative, who shall chair the committee;
  - ii. 2 other voting members of the Board who are not paid employees of the Society;
- b. The Board Human Resources Representative (BHR) may be any voting member of the Board who is not a paid employee of the Society. An individual already selected to hold an executive position (Chair, Secretary, Treasurer) might also serve as the BHR if the Board chooses to select them.
- c. The Executive Director shall not participate in any Human Resources Committee activities regarding staff conflict resolution involving any member of the Business staff.
- d. This committee's responsibilities shall include (but are not limited to):
  - i. Annually reviewing existing GSJS HR policy and procedures;



- ii. Annually reviewing contracts and documents to ensure they exhibit best practices, are up-to-date and do not have any missing components;
- iii. Participating in semi-annual Business staff performance reviews;
- iv. Participating in Editorial staff performance reviews at the end of Fall term, in conjunction with the Editor-in-Chief;
- v. Overseeing and participating in annual Business staff hiring committees and contract negotiations, in conjunction with the Executive Director;
- vi. Participating in an annual human resources session in the summer months to inform all new and returning staff of existing and updated HR policies, including the Code of Conduct and grievance policies.

### 8.3.2 – Finance Committee

- a. This committee's membership shall be comprised of:
  - i. Treasurer, who shall chair the committee;
  - ii. 3 other members of the Board;
  - iii. Editor-in-Chief
- b. This committee's responsibilities shall include (but are not limited to):
  - i. Drafting the annual budget, in conjunction with the Editor-in-Chief;
  - ii. Reviewing in detail the cash flow analysis as presented in the Editor-in-Chief's Mid-Year and Final reports;
  - iii. Reviewing monthly accounts receivable, accounts payable, year-to-date budget, and profit-loss statements;
  - iv. Advise the board on any matter relating to the Society's finances;
  - v. Consider it their responsibility to confirm the picture of the Society's finances as presented to the board by the Executive Director, and ensure the accuracy of their reporting.
  - vi. Advise the board following the receipt of the Fall DFU disbursement on the management of Society's long-term investments.

### 8.3.3 – Alumni Committee

- a. This committee's membership shall be comprised of:
  - i. The Board's Alumni Representative;
  - ii. Editor-in-Chief;
  - iii. At least one other Gateway alumni.
- b. This committee's responsibilities shall include (but are not limited to):
  - i. The organization of at least one alumni centered event per year, which should be open to all alumni members of the Gateway
  - ii. Keeping record of contact information for Gateway alumni
  - iii. Implementation and oversight of a Gateway alumni mentorship network, that current staff and volunteers can utilize
- c. This committee will be struck at the discretion of the GSJS alumni representative.

*[GSJS Board: Amended 13 July 2011, originally enacted 27 April 2010]*