

# Cooper Rowing Club, Inc. Club Bylaws

A BY - LAW relating generally to the transaction of the business and affairs of COOPER ROWING CLUB BE IT ENACTED as a by-law of the COOPER ROWING CLUB as follows:

## **COLORS AND UNIFORM**

1.A The colors of the club shall be cardinal, gold and black.

1.B The COOPER ROWING CLUB uniform is black trou shorts/tights and a shirt or tank top in cardinal, trimmed in gold with either CRC crest on the front.

## **2. CLUB CRESTS**



3. These are the official crests of the rowing club.

## **OAR BLADE DESIGN**

4. The oar blades of the club are painted gloss colonial red (cardinal) on the top half and gloss black on the bottom half. A 6 ½ inch Bold Garamond letter C in dark yellow vinyl is placed in the center of the blade.

## **SEAL**

5. The seal, an impression of which is stamped in the margin hereof, shall be the corporate seal of the club.

## **BOARD OF TRUSTEES**

6.A The affairs of the Club shall be managed by a Board of Trustees. There shall be no more than ten Trustees of the Club. The Rowing Captain appointed by the Board of Trustees shall sit as a Trustee. To be appointed and serve as a Trustee a person must be a member in good standing with the Club for at least three years, however, members with less than three years can petition the board and ask to be eligible to run for a seat. Coaches paid by the Cooper Rowing Club are not permitted to sit on the board. Existing paid coaches are grandfathered. Appointed Trustees shall serve a term of three years. Three Trustees are appointed every year to serve a three-year term, so that each year three terms will expire and each year three Trustees are appointed to office.

6.B Nominations of Trustees shall be made in writing to the secretary at least fifteen (15) days before the annual meeting of the members; the consent of the nominee of his willingness to accept the appointment must be filed with the nomination, A member may not nominate himself as a Trustee of the club. A member who has been suspended at any time during the 12 months prior to the date for filing nominations shall not be eligible for appointment.

6.C The members of the club may, by resolution passed by at least two-thirds of the votes cast at a general meeting of which notice specifying the intention to pass such resolution has been given, remove any appointed Trustee before the expiration of his term of office, and may, by a majority of the votes cast at that meeting appoint any person in his stead for the remainder of his term.

6.D Trustees who do not attend three consecutively scheduled Board of Trustees meetings shall automatically be suspended from service to the Board and will be relieved of their positions on the Board. Such a suspended member of the Board may within seven days of the third missed Board meeting petition the Board in writing and request that their appointment to the Board be reinstated. The Board shall have an additional period of seven days to approve the suspended member's reinstatement.

#### **VACANCIES, BOARD OF TRUSTEES**

7. Vacancies on the board of Trustees, however caused, may so long as a quorum of Trustees remain in office be filled by the Trustees from among the qualified members of the club, if they shall see fit to do so, otherwise such vacancy shall be filled at the next annual meeting of the members at which the Trustees for the ensuing year are appointed, but if there is not a quorum of Trustees the remaining Trustees shall forthwith call a meeting of the members to fill the vacancy. If the number of Trustees is increased between the terms, a vacancy or vacancies to the number of the authorized increase, shall thereby be deemed to have occurred, which may be filled in the manner above provided

#### **QUORUM AND MEETINGS, BOARD OF TRUSTEES**

8. A majority of the appointed Trustees shall form a quorum for the transaction of business. Except as otherwise required by law, the board of Trustees may hold its meeting at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the Trustees are present, or if those absent have signified their consent to the meeting being held in their absence. Trustees' meetings may be formally called by the president or a vice-president, or by the secretary on direction of two Trustees. Notice of such meetings shall be delivered, telephoned, or emailed to each Trustee not less than one day before the meeting is to take place or shall be mailed to each Trustee not less than two days before the meeting is to take place. The statement of the secretary or president that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. A Trustees' meeting may also be held, without notice, immediately following the annual general meeting of the club. The Trustees may consider or transact any business either special or general at any meeting of the board.

#### **ERRORS IN NOTICE, BOARD OF TRUSTEES**

9. No error or omission in giving such notice for a meeting of Trustees shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting, and any Trustee may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

#### **VOTING, BOARD OF TRUSTEES**

10. Questions arising at any meeting of Trustees shall be decided by a majority of votes. The chairman of the meeting shall not vote except in a case of an equality of votes. In such a case, the chairman shall cast the deciding vote. All votes at any such meeting shall be taken by ballot if so demanded by any Trustee present, but if no demand be made, the vote shall be taken in the usual way, by assent or dissent. A declaration by the chairman that a resolution has been carried and an entry to that effect in the minutes shall be prima facie evidence of the

fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the president his duties may be performed by a vice-president or such other Trustee as the board may from time to time appoint for the purpose.

### **POWERS**

11. The Trustees of the club may administer the affairs of the club In all things and make or cause to be made for the club, in its name, any kind of contract which the club may lawfully enter into, and, have as hereinafter provided, generally, may exercise all such other powers and all such other acts and things as the club is by its charter or otherwise authorized to exercise and do. Without in any way derogating from the foregoing, the Trustees are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and/or other property, moveable or immovable real or personal, or any right or interest therein owned by the club, for such consideration and upon such terms and conditions as they may deem advisable.

### **REMUNERATION OF TRUSTEES**

12. The Trustees shall receive no remuneration for acting as such.

### **OFFICERS**

13. There shall be a president, a vice-president, a secretary, a treasurer, or in lieu of a secretary and a treasurer, and an assistant treasurer, a secretary-treasurer, a captain, and such other officers as the board of Trustees may determine from time to time. The president and vice-president shall be elected by the board of Trustees from among their number at the first meeting of the board in the calendar year, provided that in default of such election the then incumbents being members of the board, shall hold office until their successors are elected. The election of officers shall be by secret ballot. Any candidate must be nominated by one Trustee. At the first meeting of the board of the year, the secretary shall produce the list of candidates for president and vice-president for vote by secret ballot. All officers of the club shall be nominated and voted upon in the same manner. A Trustee may be elected President of the club for any number of years. The other officers of the club shall be appointed by the Trustees.

### **DUTIES OF PRESIDENT AND VICE-PRESIDENT**

14. The president shall, when present, preside at all meetings of the members of the club and of the board of Trustees. The president shall also be charged with the general management and supervision of the affairs and operations of the club. The president with the secretary or other officer appointed by the board for the purpose shall sign all by-laws. During the absence or inability of the president, his duties and powers may be exercised by the vice-president, and if a vice-president or such other Trustee as the board may from time to time appoint.

### **DUTIES OF SECRETARY**

15. The secretary shall be ex officio clerk of the board of Trustees. The secretary shall attend all meetings of the board of Trustees and record all facts and minutes of all proceedings in the books /computer kept for that purpose. The secretary shall give all notices required to be given to members and to Trustees. The secretary shall be the custodian of the seal of the club and of all books, papers, records, correspondence, contracts and other documents belonging to the club which he or she shall deliver up only when authorized by a resolution of the board of Trustees to do so and to such person or persons as may be named in the resolution. The secretary shall keep records of all aquatic events and other matters of general interests to the club, and shall perform such other duties as may from time to time be determined by the board of Trustees.

### **DUTIES OF TREASURER**

16. The treasurer, or person performing the usual duties of a treasurer, shall keep full and accurate accounts of all receipts and disbursements of the club in proper books of account and shall deposit all moneys or other valuable effects in the name and to the credit of the club in such bank or banks as may from time to time be designated by the board of Trustees. The treasurer shall disburse the funds of the club under the direction of the board of Trustees, taking proper vouchers there for and shall render to the board of Trustees at the regular meetings thereof or whenever required of him/her, an account of all his transactions as treasurer, and of the financial position of the club. The treasurer shall also perform such other duties as may from time to time be determined by the board of Trustees. The Treasurer shall annually present a budget to the Board of Trustees for its approval.

Previous years profit/loss statement shall be presented by the treasurer at the general membership meeting

#### **DUTIES OF CAPTAIN**

17. The captain shall superintend the club's rowing and for this purpose shall be assisted by the rowing committee. The captain shall be chairperson of the rowing committee and the captain's duties shall include the organization of regattas, the control of boats, including those owned by members, rowing equipment and storage facilities and the repair of these. The captain shall maintain an inventory of the club boats and equipment and ensure that crew or members damaging club boats or equipment through carelessness are charged for this.

#### **DUTIES OF OTHER OFFICERS**

18. The duties of all other officers of the club shall be such as the terms of their engagement call for or the board of Trustees requires of them.

#### **COMMITTEES**

19. There shall be the committees referred to hereafter and such additional committees as the Trustees deem necessary and they shall have such duties and powers as the Trustees may determine.

#### **ROWING COMMITTEE**

20. There shall be a Rowing Committee as deemed necessary by the board of trustees consisting of the Captain, Head Coach and any of the members in good standing of the club who are members in good standing of the COOPER ROWING CLUB and are qualified to sit on the Committee in accordance with the constitution of the Rowing Committee. The Captain shall report on behalf of the Rowing Committee to each meeting of the Board of Trustees. The Rowing Committee's budget will be prepared by the Captain and the Treasurer. The Rowing Committee shall manage and control the rowing activities of the club subject to review by the Board of Trustees. The Rowing Committee may not enter into any contract or incur any liabilities on behalf of the COOPER ROWING CLUB without the express approval of the Board of Trustees.

#### **EQUIPMENT COMMITTEE**

21. There shall be an Equipment Committee as deemed necessary by the board of trustees. The Equipment Committee shall be responsible for the management and maintenance of the club equipment.

#### **MEMBERSHIP COMMITTEE**

22. There shall be a Membership Committee composed of at least one Trustee of the Club. The Membership Committee shall be responsible for the assessment and collection of Club dues. The Membership Committee shall annually review Club dues, fees and categories of membership. The Membership Committee shall recommend to the Board policies, which will promote the development of the Club. The Membership Committee shall review and consider the application of any person to become a member of the Club. The Membership Committee shall consider any application by any association to affiliate with the Club and make appropriate recommendations to the Board. The Membership Committee is responsible to acquaint new members with the rules and regulations of the club.

### **EXECUTION OF DOCUMENTS**

23. Deeds, transfers, licenses, contracts and engagements on behalf of the club shall be signed by the president and by the secretary or the treasurer, and the secretary shall affix the seal of the club to such instrument as require the same. Contracts in the ordinary course of the club's operations may be entered into on behalf of the club by the president, or by any person authorized by the board. The president, vice-president, the Trustees, secretary or treasurer, or any one of them, or any person or persons from time to time designated by the board of Trustees may transfer any and all shares of stock, bonds or other securities from time to time standing in the name of the club in its individual or any other capacity or as trustee or otherwise and may accept in the name and on behalf of the club transfers or shares of stock, bonds, or other securities from time to time transferred to the club, and may affix the corporate seal to any such transfers or acceptances of transfers and may make, execute and deliver under the corporate seal any and all instruments in writing necessary or proper for such purposes, including the appointment of an attorney or attorneys to make or accept transfers of shares company or corporation. Notwithstanding any provisions to the contrary contained in the by-laws of the club, the Board of Trustees may at any time by resolution direct the manner in which, and the person or persons by whom, any particular instrument, contract or obligations of the club may or shall be executed.

### **BOOKS AND RECORDS**

24. The Trustees shall see that all necessary books and records of the club required by the by-laws of the club or by any application statute or law are regularly and properly kept.

### **MEMBERSHIP**

25. Membership in the Club shall consist of such persons as are admitted as members by the Board.

### **CLASSES OF MEMBERSHIP**

26. There shall be two classes of membership 1) Lifetime Charter Members with rights and privileges as assigned by the Board and 2) General Rowing Members with rights and privileges as assigned by the Board both shall have attached to it all voting privileges.

### **SETTING OF MEMBERSHIP DUES**

27. Annual membership dues and initiation fees shall be determined by the Board of Trustees.

28. The Board of Trustees shall determine fees to be levied upon members for the use of facilities and activities offered by the Club.

### **APPLICATION FOR MEMBERSHIP**

29. Upon application for membership a person shall submit a complete application in the form prescribed by the Board of Trustees and all fees required to become a member and sign a waiver. A copy of the application shall be forwarded to the Membership Committee for consideration. The application must be dealt with within 30 days of its submission. In the event of rejection the applicant shall have all moneys submitted to the Club returned. The rejected applicant shall on request receive a full written explanation stating reasons for the rejection. A rejected applicant may appeal the rejection to the Board of Trustees. The applicant shall be entitled to call witnesses and be represented by an agent in any hearing before the Board.

### **PAYMENT OF MEMBERSHIP DUES**

30. All membership dues shall be payable by April 1st of every year or a date voted and accepted by the board. All new members shall have membership fees prorated in accordance with terms approved by the Board so that the annual dues of all members shall be payable on April 1st of every year. All members shall be permitted 30 days to pay all outstanding arrears to the club. Any member who has not paid all arrears within 30 days is in default and may be expelled from the Club by the Board of Trustees. No member shall be expelled from the Club for default unless that same member has been given notice of default by the Club.

### **AFFILIATE CLUB MEMBERSHIP**

31. The Board of Trustees may allow an association or Corporation whose object is the promotion of athletic competition or games to affiliate with the Club on terms to be determined by the Board of Trustees.

### **USE OF CLUB EQUIPMENT**

32. The Board of Trustees may grant use of the Club equipment to any person, group of persons, associations or corporations subject to conditions to be determined by the Board.

### **RESIGNATIONS**

33. Resignation of membership shall be in writing to the secretary, by whom it shall be submitted to the Trustees at their next meeting. No resignation shall be accepted until all fees, assessments and accounts have been paid by the member tendering the same. If the resignation is not received by the first day of the month following the expiration of your current membership, the annual fee for the following year must be paid unless failure to submit the resignation by that date be explained to satisfaction of the Trustees.

### **ASSESSMENTS**

34. All members of the club shall be liable to be assessed for club purposes at the discretion of the Board of Trustees. The Board of Trustees will use their best efforts to maintain assessments at a reasonable amount and not assess members for substantial increases unless a majority of the Trustees deem the assessment in the best interests of maintaining the fiscal and operational viability of the Club and only after notice is given to members.

### **EXPULSION**

35. The Board of Trustees may suspend or expel any member who is guilty of misconduct. The Board may also require any member to compensate the Club for damage caused to Club property. A suspended member shall be subject to restrictions and conditions placed on the member's use of the Club by the Board. An expelled member shall cease to be a member of the Club. Disciplinary action shall not be taken by the Board of Trustees unless the member involved has been given notice of the matter at least 10 days prior to such time as the matter is to be considered by the Board. Notice to a member shall state the material facts of the complaint against the member, the time and date of hearing, shall inform the member of a right to appear, call witnesses and be represented by an agent and shall inform the member that failure to respond to the notice will result in the Board considering the matter in the absence of the same member. The Board shall notify a member of its decision within seven days of any hearing. Such notice to a member shall state the facts upon which the Board relies, the reasons for its judgments, the penalty imposed and inform the member that this decision may be appealed before the attending members at the next consecutive annual general meeting.

### **ANNUAL AND SPECIAL MEETINGS OF MEMBERS**

36. The annual or any special general meeting of the members shall be held at the clubhouse or elsewhere as the board of Trustees may determine and on such as the said Trustees shall appoint. At every annual meeting, in addition to any other business that may be transacted, the report of the Trustees, the financial statement and the report of the treasurer shall be presented, The members may consider and transact any business either special or general without any notice thereof at any meeting of the members. The exception to the aforesaid is any matter of business pertaining to change or amendment of any by-law. For a member to move a change or amendment of a by-law it will be required that said member first submit a notice of motion in writing of Trustees in sufficient time to allow the secretary to include said change or changes in the notice of meeting. Such letter to the board to include the wording of the change as well as showing just cause for proposing such change. The board of Trustees or the president or vice-president shall have power to call at any time a special general meeting of the members of the club. No public notice nor advertisement of members' meetings, annual or general, shall be required, but notice of the time and place by email, ten days before the time fixed for holding of such' meeting; provided that any meetings of members may be held at any time and place without such notice if all the members of the club

are present thereat or represented by proxy duly appointed, and at such meeting any business may be transacted which the club at annual or general meetings may transact.

#### **ERROR IN OMISSION IN NOTICE**

37. No error or omission in giving notice of any annual or general meeting or any adjourned meeting whether annual or general, of the club shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any member, Trustee or officer shall be his last address or email address recorded on the books of the club.

#### **ADJOURNMENTS**

38. Any meetings of the club or of the Trustees may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

#### **QUORUM OF MEMBERS**

39. A quorum for the transaction of business at any meeting of members shall consist of not less than half of voting members present in person or represented by proxy.

#### **VOTING OF MEMBERS**

40. Subject to the provisions, if any, each member shall at all meetings of members be entitled to one vote and he may vote by proxy. Such proxy must be a full member before voting and must produce and deposit with the secretary sufficient appointment in writing from his constituents. The member shall not be entitled either in person or by proxy to vote at meetings of the club unless he has paid all fees and assessments, if any then payable by him. A member may hold the proxy of a maximum of two other members besides himself. At all meetings of members every question shall be decided by a majority of the votes of the voting members present in person or represented by proxy unless otherwise required by the bylaws of the club, or by law. Every question shall be decided in the first instance by a show of hands unless a poll is demanded by any member. Upon a show of hands, every member having voting rights shall have one vote, and unless a poll be demanded a declaration by the chairman that a resolution has been carried or not carried and an entry to that effect in the minutes of the club shall be sufficient evidence of the fact without proof of the number or proportion of the votes accorded in favor of or against such resolution. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn the question shall be decided by a majority of votes given by the members present in person or by proxy, and such poll shall be taken in such manner as the chairman shall direct and the result of such poll shall be deemed the decision of the club in general meeting upon the matter in question. In case of an equality of votes at any general meeting, whether upon a show of hands or at a poll, the president shall be entitled to a casting vote.

40.A In the event that a motion is carried at a general meeting at which less than half the members eligible to vote are present, or represented by proxy, the board of Trustees may require ratification of said motion before its implementation. If called for by the Trustees, ratification will require a simple majority in a poll of all members eligible to vote, conducted by mail or online

. To be valid, a ballot must be received by the Secretary within ten days of the notice of vote. A list of members who voted for and against the motion shall be posted in the clubhouse for a period of ten days immediately following the counting of the ballots.

#### **FINANCIAL YEAR**

41. Unless otherwise ordered by the board of Trustees, the fiscal year of the Club shall terminate on the 31st day of December in each year.

## **BANKING ARRANGEMENTS**

42. All checks, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the club, shall be signed by such officer or officers, agent or agents of the club and in such manner as shall from time to time be determined by resolution of the board of Trustees and any one of such officers or agents may alone endorse notes and drafts for collection on account of the club through its bankers, and endorse notes and checks for deposit with the club's rubber stamp for the purpose. Any one of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the club and the club's bankers and may receive all paid checks and vouchers and sign all the bank's forms or settlement of balances and release or verification slips.

## **DEPOSIT OF SECURITIES FOR SAFEKEEPING**

43. The securities of the club shall be deposited for safekeeping with one or more bankers, trust bankers, trust companies or other financial institutions to be selected by the board of Trustees. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the club signed by such officer or officers, agent or agents of the club and in such manner shall, from time to time, be determined by resolution of the board of Trustees and such authority may be general or confined to specific instances. The institutions which may be so selected as custodians of the board of Trustees shall be fully protected in acting in accordance with the directions of the board of Trustees and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.

## **NOTICE**

44. Whenever under the provisions of the by-laws of the club, notice is required to be given, such notice may be given either personally or emailed or by post office. A notice or other document so sent by post shall be held to be sent at the time when the same was deposited in a post office or letter box as aforesaid, or if emailed shall be held to be sent when the same was delivered. For the purpose of sending any notice the address of any member, Trustee or officer shall be his last address as recorded on the books of the club.

## **BORROWING**

45. The Trustees may from time to time (a) borrow money on the credit of the club; or (b) issue, sell or pledge securities of the club; or (c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the club, including book debts, rights, powers, franchise and undertaking, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the club. From time to time the Trustees may authorize any Trustee, officer or employee of the club or any other person to make arrangements with reference to the moneys borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given there for, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the club as the Trustees may authorize, and generally to manage, transact and settle the borrowing of money by the club.

## **INTERPRETATION**

46. In these by-laws and in all other by-laws of the club hereafter passed unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons shall include firms and corporations.



# Harassment Policy

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1. The COOPER ROWING CLUB (CRC) is committed to providing a sport and working environment in which all individuals are treated with respect and dignity. Each individual has the right to participate and work in an environment, which promotes equal opportunities and prohibits discriminatory practices. · Harassment is a form of discrimination. Harassment is prohibited by law. Harassment is offensive, degrading, and threatening. Whether the harasser is a Trustee, supervisor, employee, coach, official, volunteer, parent, or athlete, harassment is an attempt by one person to assert abusive, unwarranted power over another. · CRC is committed to providing a sport environment free of harassment on the basis of sex, national or ethnic origin, race, citizenship, ancestry, color, religion, age, sex, sexual orientation, marital status, family status, disability, or pardoned conviction.

2. This policy applies to all employees as well as to all Trustees, officers, volunteers, coaches, athletes, official, and members of the CRC. CRC encourages the reporting of all incidents of harassment, regardless of who the alleged offender may be.

3. This policy applies to harassment which may occur during the course of all CRC business, activities, and events. It also applies to harassment between individuals associated with CRC but outside CRC business, activities or events, including club-sanctioned social events, when such harassment adversely affects relationships within the CRC's work and sport environment.

4. Notwithstanding this policy, every person who experiences harassment continues to have the right to seek assistance from the appropriate government organization, or from independent legal counsel, even when steps are being taken under this policy.

## **Definitions**

5. Harassment may take many forms but can generally be defined as comment, conduct, or gesture directed towards an individual or group of individuals, which is insulting, intimidating, humiliating, malicious, degrading or offensive.

6. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when: · submitting to or rejecting this conduct is used as the basis for making decisions which affect the individual; or · such conduct has the purpose or effect of interfering with an individual's performance; or · such conduct creates an intimidating, hostile, or offensive environment.

7. Types of behavior which constitute harassment are those which are offensive or which one ought to know are offensive and include, but are not limited to: · written or verbal threats; ·

the display of offensive visual material · unwelcome remarks, jokes, comments, innuendo, or taunting about a person's looks, body, attire, age, race, religion, sex, or sexual orientation; · leering, or other suggestive or obscene gestures; · condescending or paternalistic, or patronizing behavior which undermines self-esteem, diminishes performance, or adversely affects working conditions; · practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance; · unwanted physical contact including touching, petting, pinching or kissing; · unwelcome sexual flirtations, advances, requests, or invitations; or · physical or sexual assault; or · any other grounds as listed in paragraph 1, above.

8. Sexual harassment most commonly occurs in the form of behavior by males towards females; however, sexual harassment can also occur between males, between females or as behavior by females towards males.

9. For the purposes of this policy, retaliation against an individual, · for having filed a complaint under this policy; or · for having participated in any procedure under this policy; or · for having been associated with a person who filed a complaint or participated in any procedure under this policy, will be treated as harassment, and will not be tolerated.

### **Responsibility**

10. The CRC Trustee Responsible For This Policy , staff members, members of the Board of Trustees, and appointed officials within the Club, are responsible for the implementation of this policy. In addition, the CRC is responsible for: discouraging and preventing harassment within the CRC · investigating formal complaints or harassment in a sensitive, responsible and timely manner; · imposing appropriate disciplinary or corrective measures when a complaint of harassment has been substantiated, regardless of the position or authority of the offender; · providing advice to persons who experience harassment; · doing all in their power to support and assist any employee or member of the CRC who experiences harassment by someone who is not an employee or member of CRC; · making all members and employees of the CRC aware of the problem of harassment, and of the procedures contained in this policy; informing both complainants and respondents of the procedures contained in this policy and their rights under the law; · regularly reviewing the terms of this policy to ensure that they are adequately meeting the organizations legal obligations and public policy objectives; · appointing harassment officers and providing the training and resources they need to fulfill their responsibilities under this policy; · appointing unbiased case review panels and appeal bodies and providing the resources and support they need to fulfill their responsibilities under this policy.

10. Every member of the CRC has a responsibility to play a part in ensuring that the CRC sport environment is free from harassment. This means not engaging in, allowing, condoning, or ignoring behavior contrary to this policy. In addition, any member for the CRC who believes that a fellow member has experienced or is experiencing harassment is encouraged to notify a harassment officer appointed under this policy.

11. Every member of the CRC has a responsibility to play a part in ensuring that the CRC sport environment is free from harassment. This means not engaging in, allowing, condoning, or ignoring behavior contrary to this policy. In addition, any member for the CRC who believes that a fellow member has experienced or is experiencing harassment is encouraged to notify a harassment officer appointed under this policy.

12. In the event that the CRC DRFTP is involved in a complaint which is made under this policy, the CRC President shall appoint a suitable alternate for the purposes of dealing with this complaint.

### **Disciplinary Action**

13. Employees or members of the CRC against whom a complaint of harassment is substantiated may be severely disciplined, up to and including employment dismissal or

termination of membership in cases where the harassment occurs repeatedly or takes the form of assault, sexual assault, or a related sexual offense or any sort of unlawful harassment.

### **Confidentiality**

14. The CRC understands that it may be extremely difficult to come forward with a complaint of harassment, and that it can be devastating to be wrongfully accused of harassment. The ARC recognizes the interests of both the complainant and the respondent in keeping matters confidential.

15. The CRC shall not disclose to outside parties the names of the complainant, the circumstances giving rise to the complaint, or the name for the respondent unless such disclosure is required by a judicial or quasi-judicial body.

### **Harassment Officers**

16. The CRC shall appoint at least two persons, one male and one female, who are themselves member or trustee of the Club, to serve as officers under this policy. If more than two officers are appointed, the CRC shall ensure a gender balance.

17. The role of harassment officer is to serve in a neutral, unbiased capacity and to review complaints, assist in informal resolution of complaints and investigate formal written complaints.

18. The CRC shall ensure that officers receive appropriate training and support to carry out their responsibilities under this policy.

### **Complaint Procedure**

19. A person who experiences harassment is encouraged to make it known to the harasser that the behavior is unwelcome, offensive and contrary to this policy.

20. If confronting the harasser is not possible, or if after confronting the harasser, the harassment continues, the complainant should seek the advice of the harassment officer. (It is of course possible for the complainant to seek the advice of the harassment officer at any time, before or after confronting the harasser.)

21. As soon as possible after receiving the written or verbal complaint, but within 21 days, the harassment officer shall submit a report to the CRC board containing the documentation filed by both parties along with a recommendation that: · No further action be taken because the complaint is unfounded or the conduct cannot reasonably be said to fall within this policy's definition of harassment; or · The complaint should be investigated further. A copy of this report shall be provided without delay, to both the complainant and the respondent.

22. In the event that the harassment officer's recommendation is to proceed with an investigation, the CRC's board shall within 14 days appoint three members of the Club of the CRC to serve as a case review panel. This panel shall consist of at least one man and one woman. To ensure freedom from bias, no member of the panel shall have a significant professional or personal relationship with either the complainant or the respondent.

23. Within 14 days of the hearing, the case review panel shall present its findings in a report to the CRC board which shall contain: · a summary of the relevant facts; · a determination as to whether the acts complained of constitute harassment as defined in this policy; · recommended disciplinary action against the respondent, if the acts constitute harassment; and · recommended measures to remedy or mitigate the harm or loss suffered by the complainant, if the acts constitute harassment.

24. A copy of the report of the case review panel shall be provided, without delay, to both the respondent and the complainant.

25. When determining appropriate disciplinary action and corrective measures, the case review panel shall consider such factors as: · the nature of the harassment; · whether the

harassment involved any physical contact; · whether the harassment was an isolated incident or part of an ongoing pattern; · the nature of the relationship between complainant and harasser; · the age of the complainant; · whether the harasser had been involved in previous harassment incidents; · whether the harasser admitted responsibility and expressed willingness to change; and · whether the harasser retaliated against the complainant.

### **Appeals**

26. Both the complainant and respondent shall have the right to appeal the decision and the recommendations of the case review panel. A notice of intention to appeal, along with the grounds for the appeal, must be provided to the chair of the case review panel within 14 days of the complainant or respondent receiving the panel's report.

27. In the event that a notice of appeal is filed, then the CRC DRFTP shall appoint a minimum of three members to constitute an appeal body. This appeal body shall consist of at least one man and at least one woman. These individuals must have no significant personal or professional involvement with either the complainant or respondent, and no prior involvement in the dispute between them.

28. The appeal body shall base its decision solely on a review of the documentation surrounding the complaint, including the complainant's and respondent's statements, the reports of the harassment officer and the case review panel, and the notice of appeal.

29. Within 10 days of its appointment, the appeal body shall present its findings to the CRC DRFTP. The appeal body shall have the authority to uphold the decision of the panel, to reverse the decision of the panel, and/or to modify any of the panel's recommendations for disciplinary action or remedial measures.

40. A copy of the appeal body's report shall be provided, without delay, to the complainant and respondent.

41. The decision of the appeal body shall be final.

### **Review and Approval**

42. This policy was approved by the CRC Board of Trustees on August xx, 2005.

43. This policy shall be reviewed by the CRC board on an annual basis.

44. The CRC harassment officers will be xxxxxxxx and xxxxxxxx

### **Timelines Under the Harassment Policy**

By Laws reviewed and approved on January 6, 2019