

**CFB ESQUIMALT POWER BOAT CLUB
CONSTITUTION AND BY-LAWS
FY 2022-2023**

ANNEXES

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**CANADIAN FORCES BASE ESQUIMALT POWER BOAT CLUB
CONSTITUTION AND BY-LAWS**

FORWARD

1. The Canadian Forces Base (CFB) Esquimalt Power Boat Club Constitution and By-Laws are issued on the authority of the Base Commander Canadian Forces Base Esquimalt. It is structured in accordance with A-PS-110-001/AG-02-Morale and Welfare Programs in the Canadian Forces, QR&O 4.61 and DAOD 5045-0.
2. A Constitution, as applied to an institute, is a document which articulates the authorized principles according to which the institute is formed and governed. All details shall be contained in a set of institute rules known as “Constitution and By-Laws”.
3. The CFB Esquimalt Power Boat Club Constitution and By-Laws with amendments is effective on receipt and supersedes all earlier issues.

Recommended/Not Recommended

Recommended/Not Recommended

H. Catte
Senior Manager, PSP
3-8487

Commander
Base Administration Officer
3-4016

Approved / Not Approved

Captain (N)
Base Commander
Dated:

CFB ESQUIMALT POWER BOAT CLUB CONSTITUTION

NAME

1. The Canadian Forces Base (CFB) Esquimalt Power Boat Club is hereafter referred to as the “Club”.

AUTHORITY OF ESTABLISHMENT AND OPERATION

2. The Club is established under authority of QR&O 4.61. It shall operate in accordance with regulations and orders governing Special Interest Activities in the Canadian Forces, the Constitution and By-Laws.

PURPOSE OF OPERATION

3. The Club shall operate as part of the CFB Esquimalt Personnel Support Program (PSP) specifically to provide members with the opportunity for recreational boating and fishing and associated camaraderie.

MEMBERSHIP

4. Memberships shall be categorized as “Regular”, “Ordinary”, and “Associate”, in accordance with Categories of Membership: Community Recreation Clubs and Special Interest Activities Guidance, dated 22 July 2013 (and its amendment dated 10 Feb 2014) or “Honourary Life” members in accordance with this Constitution. Serving Regular members have priority over all other membership types for all services and facilities offered by the Club. All members in good standing may vote at General Meetings (GM).

- a. Club membership fees shall be established by a majority vote at the Annual General Meeting (AGM);
- b. each member, with the exception of Honourary Life members, is required to pay an annual membership fee as detailed in the By-Laws; and
- c. all memberships shall be for a one (1) year period, based on an annual fiscal year: April to March, or portion thereof, and without prejudice to renewal of membership for future one (1) year renewals.

5. Membership categories are as follows:

- a. Regular Members. The following persons are eligible for Regular membership:
 - (1) currently serving Regular and Reserve Force personnel and their families;

- (2) Veterans and their families; and
 - (3) members of Foreign Military currently serving with the CAF and their families;
- b. Ordinary Members. The following persons are eligible for Ordinary membership:
- (1) current DND Public Service Servants, employees/full-time contractors (for the period of their contract), former DND Public employees receiving a pension for DND service and their families;
 - (2) staff of NPF, CAF and their full-time contractors (for the period of their contract) , and former staff of NPF receiving a pension for NPF service and their families;
 - (3) serving RCMP and their families;
 - (4) members of the Canadian Corps of Commissionaires, or other security force when employed at a CAF location and their families; and
 - (5) staff of the MFRC and their families;
- c. Associate Members. Subject to approval of the Base Commander or his/her representative, any person not specified in the paragraphs above may be invited to become an Associate member. Associate membership shall be approved for one (1) year with no guarantee of renewal for further on (1) year terms and may be renewed upon approval of the Executive Committee;
- d. Honorary Life Member. The following criteria shall be met for Honorary Life Membership (HLM):
- (1) must have been a Club Regular or Ordinary member for a minimum of ten (10) continuous years;
 - (2) must have provided exceptional service to the Club;
 - (3) must be nominated (using the HLN Nomination Form) by a Regular or Ordinary member forwarded to the Membership Chair;
 - (4) must be confirmed by a minimum 75% vote of the Executive Committee;
 - (5) shall not exceed 5% of Club membership; and
 - (6) awarding of HLM entitles him/her to all privileges of their former membership category.

TERMS OF MEMBERSHIP

6. Ordinary and Associate Members shall be on a quota system whereby their combined numbers should not exceed the guidelines promulgated by the Special Interest Activity Policy, or the Base Commander as follows:

- a. Ordinary Members – combined Ordinary & Associate shall not exceed 50% total membership; and
- b. Associate Members – 20% of total membership.

7. During the year, applicants may complete an application form and submit it to the Membership Chair. These applicants may be permitted to join the Club if the Club's quota for Ordinary or Associate members will not be exceeded. If the Club's quota is filled, then the applicants will be placed on a waiting list.

EXECUTIVE COMMITTEE

8. The Club shall be administered by an Executive Committee of members selected from the membership, responsible to the Base Commander through the Senior Manager, PSP.

9. The Executive Committee shall consist of:

- a. President (serving CAF member);
- b. Vice-President (serving CAF member);
- c. Secretary;
- d. Treasurer (serving CAF member);
- e. Membership Chair;
- f. Wharf Master;
- g. Compound Custodian;
- h. Clubhouse Custodian;
- i. Entertainment Chair;
- j. Fishing Derby Coordinator;
- k. Environmental/Safety Officer;
- l. Plans Coordinator; and
- m. Web Master/Public Relations officer.

10. The term of the Office shall be for a period of one (1) year and will be voted upon at the Club AGM. A Committee Member may be removed from office, by majority consensus of the Executive Committee, should that member not be fulfilling their duties and responsibilities as detailed in the By-Laws.

11. Should an Executive member, for whatever reason, be unable or unwilling to continue in office, the President on approval of the Executive Committee may appoint a temporary

replacement to serve until a replacement is elected at the AGM. Any member wishing to terminate their position must give at least two (2) weeks' notice. The President shall ensure that the outgoing Executive member carries out a position turn over with the newly elected member, prior to departure.

12. The duties and responsibilities of the Committee members are set out in the By-Laws of this Constitution

13. An Executive Committee member may be removed from office, by a majority vote of the Executive Committee, if the member fails to fulfill assigned duties as specified below.

14. The Executive Committee may form a Special Standing Committee when appropriate. The Chair of these Committees may attend all Executive Committee meetings throughout their tenure; however, they may not vote.

ELECTION OF EXECUTIVE COMMITTEE MEMBERS

15. All Executive members shall be elected by a membership majority vote in attendance at the AGM, or by acclamation if any Executive position is not contested.

SPECIAL COMMITTEES

16. The President may appoint Special Committees to carry out and/or coordinate Club activities as required.

MEETINGS

17. Meetings shall be as follows:

- a. Executive Meetings. shall be held at the call of the President, but not less than three (3) times annually to:
 - (1) approve expenditures outside of the approved annual budget and within the Executive Committee authority; and
 - (2) consider any matters relating to the operation of the Club;
- b. General Meetings. shall be held at the call of the President, on a majority vote of the Executive Committee, to-present a special resolution for consideration by the general membership; and
- c. Annual General Meetings. at least one (1) AGM shall be held annually to discuss:
 - (1) financial statements and operating budget;
 - (2) proposed Club activities;

- (3) election of Officers; and
- (4) any other matter concerning the conduct of Club activities.

QUORUM

18. Club meetings shall be dissolved if a quorum is not present. A quorum requires 20% of the membership (including proxies) to be in attendance, or as established by the Base Commander.

VOTING

19. Motions passed at Club meetings require a majority vote of the members in attendance.

20. Club members are entitled to vote on matters affecting Club operations, including the election of the Executive Committee members and Club finances. In the case of a tied vote, the President shall cast the deciding vote. Family members in attendance at a meeting are not entitled to vote.

PROXY VOTING

21. The Club acknowledges that due to unavoidable commitments it may be impossible for certain Club members to attend an AGM. In order to enable these members the opportunity to cast their votes during an AGM, the Club employs a proxy voting system, as follows:

- a. a Club member may delegate his or her voting power to a Club member, to enable his or her AGM votes to be cast in absence. A member so designated is called a "proxy", and the absentee member designating him/her is called a "principal";
- b. prior to the designated date of the AGM, the principal must issue to a proxy and the Club Secretary, by letter or by email the following instruction: "I (insert name) hereby delegate to (insert name) my voting power at the CFB Esquimalt Power Boat Club Annual General Meeting on (insert Date);
- c. the Club Secretary shall maintain a register which identifies the names of all principals and their delegated proxies. This register shall be included in the calculation of the required quorum to commence an AGM; and
- d. if a quorum is present, at the beginning of the meeting, the Club Secretary shall read the list of principals and their delegated proxies to inform the membership in attendance prior to commencing discussion of agenda items and voting.
- e. a principal may represent more than one proxy.

22. At each vote during the AGM, the proxies shall vote with a number card to indicate their own vote and the number of additional principals they represent.

SUBMISSION OF MINUTES

23. Minutes of meetings shall be recorded by the Secretary. Minutes shall be staffed in accordance with CFB Esquimalt PSP directive and submitted for approval within twenty-one (21) days of the meeting. A signature authority sheet shall accompany all minute(s) raised by the Club. Approved minutes shall be posted in the Clubhouse, on the Club web page and kept on Club file.

ANNUAL OPERATING PLAN

24. The Executive Committee shall prepare a Club operating plan and budget for presentation to the membership at the AGM. If approved by the membership and ratified by the Base Fund Committee, this plan and budget shall define the Club's activity program for the next fiscal year.

FIVE-YEAR PLAN

25. The Executive Committee shall prepare annually a Five-Year Plan and budget projection to forecast long term investment projects and potential expenditures to sustain the Club's facilities, capabilities and operations. The Plan will be presented to the membership at the AGM. As approved by the membership and ratified by the Base Fund Committee, this plan and budget shall be implemented in subsequent Fiscal Years.

ANNUAL CLUB REPORT

26. The President shall prepare an Annual Club Report. The report includes: (1) Membership numbers, (2) Club activities, (3) Budget planned and actual expenditures, (4) Recommendations to improve Club operations or administration, and (5) Any other information the President considers relevant to report.

BUDGET MANAGEMENT AND EXPENDITURE AUTHORITIES

27. The President, Vice-President and Treasurer shall not conduct any procurement on behalf of the Club. The President shall allocate to Executive Members Club funds from the approved budget to conduct operations and maintenance. Prior to expending funds from their allocated budget, Executive Members shall obtain the approval of the President. The Treasurer shall account for all financial transactions in coordination with the NPFAO. In the absence of the President and Vice-President, the President may delegate in writing the authority for the approval of budget expenditures to an Executive member.

28. Club members may receive reimbursement for "out of pocket" expenses which are approved by the President in service to the Club.

SIGNING AUTHORITY

29. The signing authority for NPF requisitions shall be one of the following, supported by appropriate receipts or invoices:

- a. President;
- b. Treasurer; and
- c. any member of the Executive Committee appointed in writing to act on their behalf.

30. Copies of all transactions will be passed to the Treasurer and recorded accurately in the Club financial files.

PAYMENT FOR SERVICES

31. No remuneration either in cash or in kind shall be paid for service as a member of the Executive Committee or a Sub-Committee.

CONDUCT AND DISCIPLINE

32. Members of the Club shall abide by the Club Constitution, By-Laws, PSP Policy Manual, Special Interest Activity (SIA) Manual, and the Base Standing Orders. In particular, this responsibility includes ensuring that their actions will not endanger anyone, nor discredit the Club or the Canadian Armed Forces.

33. Members entertaining guests at the Club shall accompany their guests and be responsible and accountable for their conduct on Club property.

34. If a member or guest commits a misdemeanor contrary to the Club Constitution and By Law's, the club member shall be accountable IAW para 32 and may be ordered to stand before a Disciplinary Review Board appointed by the President. The Board shall review the circumstances of the activities in question to determine findings and make recommendation (if any) to the President. These recommendations may include revoking membership, instituting sanctions or suspending membership. The President shall review the Board's findings and issue a decision to define the action to be taken (if any) to close the Board's proceedings.

35. Serious transgressions include, but are not limited to:

- a. theft of property;
- b. willful damage to Club or a member's property;
- c. unsafe practices;

- d. illegal activities which contravene Federal, Provincial or Base rules and regulations; or
- e. any inappropriate activity that discredits the Club or the Base.

GRIEVANCES / COMPLAINTS

36. A member with a grievance may submit the details of the grievance to the President or Secretary. The grievance will be reviewed and a response will be provided to the member within ten (10) days. If no response is received within that period, or if the member is not satisfied with the response received; then the member may discuss the grievance with the Senior Manager PSP. The Senior Manager PSP will investigate the grievance with the President and provide the member with a response. The Senior Manager PSP's decision is final.

AMENDMENTS

37. Amendments to the CFB Esquimalt Power Boat Club Constitution and By-Laws shall be submitted in writing to the Secretary at least thirty (30) days prior to an AGM. The Secretary shall notify the membership of the proposed amendments prior to the AGM.

ADOPTION OF CONSTITUTION AND BY-LAWS

38. The Constitution and By-Laws of the CFB Esquimalt Power Boat Club are reviewed annually and approved at the AGM. Amendments to the Club Constitution and By-Laws require a majority decision of the membership during the AGM. These proposed amendments will be staffed through the Senior Manager PSP for Base Commander's approval, prior to adoption.

**CFB ESQUIMALT POWER BOAT CLUB
BY-LAWS**

PURPOSE

1. The purpose of the Canadian Forces Base (CFB) Esquimalt Power Boat Club By-Laws is to amplify the policies as set forth in the CFB Esquimalt Power Boat Club Constitution and to provide operational guidelines and rules for the Club.

EXECUTIVE COMMITTEE

2. Duties and responsibilities:

a. President. The duties and responsibilities of the President include:

- (1) accountable to the Senior Manager, PSP for Club operations and administration efficiency;
- (2) shall preside over all AGMs, Executive Meetings and GM's;
- (3) attend all Base Fund Committee meetings;
- (4) prepare and revise, as needed, an annual operating plan;
- (5) prepare and control the Club operating budget;
- (6) prepare the Club Five-year Plan;
- (7) approve the expenditure of Club funds;
- (8) verify the Club equipment inventory at least bi-annually with the Club Custodian;
- (9) submit an annual Club activity report to the Senior Manager, PSP; and
- (10) ensure all Executive Committee members and Club members conform with their duties as described below.

b. Vice-President. The duties and responsibilities of the Vice President include:

- (1) act as the President when the President is absent or deployed.

c. Treasurer. The duties and responsibilities of the Treasurer include:

- (1) prepare the Club Operating Budget with inputs from the Executive Members;

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- (2) prepare financial reports;
 - (3) maintain the Clubs financial accounts, including maintaining an accounting of revenue and approved expenditures;
 - (4) report to the President any improper financial activity; and
 - (5) ensure all financial transactions are staffed through the Non-Public Funds Accounting Office (NPFAO) for processing.
- d. Secretary. The duties and responsibilities of the Secretary include:
- (1) record and publish minutes of meetings;
 - (2) action Club correspondence, including recreation club activity request and reports;
 - (3) announce meetings;
 - (4) assume the task of the Club's internal and external publicity; and
 - (5) prepare an annual budget estimate for expenses.
- e. Membership Chair. The duties and responsibilities of the Membership Chair include:
- (1) maintain a membership list of all Club Members and their status;
 - (2) process new memberships;
 - (3) maintain up-to-date copies of member applications forms;
 - (4) ensure that the number of Ordinary, Associate and HLM members does not exceed the established quota;
 - (5) prepare and issue invoices to all Club members for all Club activities and fees;
 - (6) verify that invoices issued to Club members are paid at the Naden Gym; PSP staff; and
 - (7) prepare an annual budget estimate for expenses.
- f. Wharf Master. The duties and responsibilities of the Wharf Master include:
- (1) coordinate the operation and maintenance of the wharf;

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- (2) allocate berths to Club Members;
 - (3) maintain a waiting list of members requesting berths when the wharf is at full occupancy;
 - (4) maintain a register of all berth occupants and their boats;
 - (5) liaise with the Membership Chair regularly to provide data on wharf occupants, boat lengths, or any changes etc.; and
 - (6) prepare an annual budget estimate for expenses.
- g. Clubhouse Custodian. The duties and responsibilities of the Clubhouse Custodian include:
- (1) responsible for all Clubhouse facilities;
 - (2) maintain and verify the Clubhouse inventory at least once semi-annually;
 - (3) ensure the safety and security of stored equipment;
 - (4) control the temporary issue and receipt of Clubhouse property to members;
 - (5) administer the loss of equipment not issued in accordance with standard equipment loan procedures;
 - (6) manage the use of the Clubhouse by Club members for private functions; and
 - (7) prepare an annual budget estimate for expenses.
- h. Compound Custodian. The duties and responsibilities of the Compound Custodian include:
- (1) supervise the operation and maintenance of Building WP1061 and its compound;
 - (2) maintain a list of all members with trailers stored in the Building WP1061 compound;
 - (3) control the usage of Building WP1061 maintenance bays and maintenance pads;
 - (4) maintain an inventory of all compound property;

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- (5) control the temporary issue and receipt of compound property to members;
 - (6) administer the loss of equipment not issued in accordance with standard equipment loan procedures; and
 - (7) prepare an annual budget estimate for expenses.
- i. Fishing Derby Coordinator. The duties and responsibilities of the Fishing Derby Coordinator include:
- (1) purchase derby prizes;
 - (2) organize, advertise and conduct Club fishing derbies;
 - (3) present derby prizes;
 - (4) prepare and submit to the Secretary and Treasurer a Derby Report following each derby; and
 - (5) prepare an annual budget estimate for derby expenses.
- j. Entertainment Coordinator. The duties and responsibilities of the Entertainment Coordinator include:
- (1) ensure that food and refreshments are provided for all Club sponsored activities and that costs are within budget;
 - (2) plan entertainment activities and publish these events to the Club members;
 - (3) conduct and report the cost of Club functions to the Treasurer; and
 - (4) prepare an annual budget estimate for entertainment expenses.
- k. Environmental/Safety Officer. The duties and responsibilities of the Environmental/Safety Officer include:
- (1) coordinate all aspects of the Club's initiatives and education programs to protect the environment, practice conservation and follow safe practices;
 - (2) chair special project committees as directed by the Club President;
 - (3) investigate and prepare a report to the President whenever an environmental spill or accident occurs involving Club members or property;

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- (4) attend Base and Personnel Support Program meetings relating to environment/safety and special projects; and
 - (5) prepare an annual budget estimate for expenses.
- l. Plans Coordinator. The duties and responsibilities of the Plans Coordinator include:
 - (1) develop-plans in consultation with the Executive Committee to support Club operations and administration.
 - m. Web Master/Public Relations Officer. The duties and responsibilities of the Web Master/Public Relations Officer include:
 - (1) construct, manage and maintain the Club website in compliance with Base and DND directives;
 - (2) post on the Club website, information of interest to the general membership;
 - (3) attend Base and Personnel Support Program meetings relating to public relations and special project issues, and represent the Club as authorized by the Club President; and
 - (4) prepare an annual budget estimate for expenses.

USE OF CLUB FACILITIES

3. All Club facilities and the boat launching ramp may not be used by persons other than:
 - a. Members of the Club (and their families as defined in Special Interest Activity Policy, para 2);
 - b. visitors sponsored by the Club;
 - c. guests accompanied by Club Members;
 - d. CFB Esquimalt personnel on official business on property and facilities assigned to the Club; and
 - e. other Government Departments (OGD).

MANDATORY PARTICIPATION IN WORK PARTIES

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4. The Clubhouse Custodian, Compound Custodian and Wharf Master will develop an annual work party call-out schedule to maintain Club buildings, facilities, equipment and the wharf complex. As a condition of continued membership, all Club members are required to participate in at least one (1) annual work party, a self directed work party approved by an Executive Member or Thursday work parties. The names of members participating in each work party shall be recorded. Members who fail to participate in at least one (1) work party may not be renewed and their Club privileges may be suspended.

CLUB PROPERTY

5. The Club Custodian and Compound Custodian shall account for all Club facilities and equipment on their charge as recorded by PSP. An audit of this property shall be conducted semi-annually. Discrepancies or changes shall be reported to PSP whenever required.

6. Club equipment is intended for the exclusive maintenance of Club facilities and equipment. It shall not be removed from Club property for personal use off-site. The Clubhouse Custodian and Compound Custodian shall control the receipt and issue of Club equipment to Members in support of Club maintenance activities.

7. Damaged or lost equipment shall be reported immediately to the Clubhouse Custodian or Compound Custodian (as appropriate). A written account of the circumstances surrounding the damage or loss of equipment shall be submitted by the Fixed Asset (FA) Holders to the Club President, who will in turn submit a loss/damage report to the Senior Manager PSP. The loss/damage report shall contain the following:

- a. a written statement detailing the circumstances leading to the loss or damage prepared by the member to whom the equipment was issued;
- b. the probable cause of the damaged or lost equipment;
- c. the cost of the damaged or lost equipment; and
- d. a decision by the Club President recommending recovery action or write-off.

8. The cost of repairing or replacing Club property will be charged as follows:

- a. if by an accidental act of a member or member's guest, the full cost may be borne by the Club; and
- b. if by willful or negligent act of a member or a member's guest, the cost shall be borne by the member.

BOAT OPERATION

9. Whenever a member's boat is operated from the Club launch ramp or wharf, the insured member or family member, shall be the primary operator of the boat.

LICENSES, PERMITS AND INSURANCE

10. When on DND property or conducting boating or fishing activities, as a mandatory requirement for membership, Club members and their guests (as applicable) shall be in possession of all valid licenses as listed in the table below:

REQUIREMENT	REQUIRED DOCUMENTS			
(1) If operating or parking a motor vehicle within CFB Esquimalt	Valid provincial driver's license registered to the member	Valid vehicle ownership registration covering the member	Valid vehicle liability insurance covering the member	
(2) If operating or mooring a power boat within CFB Esquimalt	Valid Dept of Transport Pleasure Craft License or registration, registered to the member with license number affixed to both sides of the hull	Valid boat liability insurance covering the member	Moorage only - Member's contact information displayed on a card affixed to the boat window closest to the finger with the following information: - Member's name (owner) - telephone number - boat length	Valid Pleasure Craft Operator Permit registered to the member
(3) If using a boat trailer within CFB Esquimalt	Valid trailer ownership registered to the member	Valid vehicle liability insurance covering the member	Compound storage only - Member's contact information painted on the frame of the trailer	
(4) If fishing	Valid federal fishing license and salmon tag	Fishing in compliance with provincial and federal fishing regulations.		
(5) If operating a VHF	Valid Industry			

REQUIREMENT	REQUIRED DOCUMENTS			
radio (installed or hand held) in the boat.	Canada Restricted Operator's Certificate (Marine)			

11. The contravention of these mandatory compliance requirements may result in the forfeiture of Club membership.

MEMBERSHIP, WHARFAGE AND COMPOUND FEES

12. Membership, wharfage and compound fees shall be approved annually at the AGM. Approved fees are applicable using a Fiscal Year calendar from 1 April to 31 March.

13. Invoices will be issued by the Membership Chair by the first week of March to promulgate to members the fees for their annual membership, moorage, and compound storage charges (as applicable).

14. Invoices not paid by the close of business on 31 March will result in the termination of membership, wharfage and compound privileges (as applicable), and forfeiture of Club seniority. Terminated members may reapply to join the Club.

15. Membership cards shall be issued to all members during the application process. Members shall be in possession of their membership card whenever using Club facilities. Lost membership cards may be replaced by the Membership Chair.

ALLOCATION OF BERTHS AND COMPOUND STORAGE

16. Berths and trailer spaces shall be allocated to club member's by the following order of precedence:

- a. Regular members shall be allocated berthing and trailer space by Regular Club membership seniority;
- b. berths and trailer space not occupied by Regular members may be allocated by seniority to Ordinary members, then by seniority to Associate members; and
- c. the Wharf Master and Compound Custodian will maintain two (2) waiting lists as follows:
 - (1) Regular members list; and
 - (2) Ordinary and Associate members list.

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17. All members allocated a berth or compound space shall sign a letter of acknowledgment to ensure that they understand the possibility of being displaced by other Club members whose seniority or allocation order of precedence is higher than their position.

BERTH OCCUPANCY

18. The marina has 98 berths, most of which are 20-foot fingers. There are a limited number of 25-foot and 30-foot berths.

19. Only power boats meeting berth occupancy rules may be allowed in the marina. Due to shallow low tide drafts, sailboats of any kind cannot be moored within the marina.

20. Club members posted to or residing in the Victoria area may apply for a berth by contacting the Wharf Master. The Wharf Master will assign a berth if one is available and the member's precedence and seniority criteria are met. If a berth is not available, the club member will be placed on a wait list.

21. Wharfage fees and assigned berth shall be based upon overall length of the vessel including all appendages (bowsprits, swim grids, outboards tilted up).

22. No boat greater than 30 feet overall length (including appendages as per para 21) shall be eligible for a berth. Existing boats over 30 feet will be grandfathered to remain in the marina. Any subsequent change of ownership of a boat over 30 feet will not be grandfathered and the boat must be removed from the marina IAW para 31 of the By-laws.

23. The Wharf Master will assign berths based upon the physical dimensions of each boat. Generally, boats shall not be berthed with an overhang which impedes safe movement along the floats. In all cases, the Wharf Master or Executive Committee are the final authority on the suitability of a berth and boat combination.

24. Only boats approved through the application process shall be moored at the club marina unless otherwise authorized by the Wharf Master.

25. Berth holders shall not sublet their berth. Berth holders who vacate their berths for more than one (1) month shall advise the Wharf Master, who will then have the authority to sublet the vacant berth to the member at the top of the waiting list. Berth holders retain the right to re-occupy their berth on seven (7) days' notice.

26. A member with a berth that remains vacant for a period greater than three (3) months may be required to forfeit the berth if the member cannot justify the reasonable necessity to retain the berth to the Wharf Master.

27. As a condition of continued berth occupancy, members shall provide to the Membership Chair proof of valid, up-to-date vessel liability insurance registered in their name within 15 days of the expiry date of the past policy.

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28. All members with boats moored at the wharf are responsible for the maintenance of their boats at all times, including periods of their extended absence.

ELECTRICITY

29. The consumption of wharf electricity by an individual member's moored boat is restricted to not more than 500 watts per boat while unattended. A violation will result in electricity being disconnected and the member's continued berthing privileges being reviewed by the Executive Committee.

TERMINATION OF BERTH RENTAL

30. A member who permanently vacates a berth before the end of a Fiscal Year shall be refunded a sum equal to one-twelfth of the yearly rate for each full month remaining in that Fiscal Year.

SALE OF A BERTHED BOAT

31. If a member's boat is sold, the boat shall be removed from the berth within seven (7) days of the sale. A berth shall not be transferred with the sale of the boat to the new owner. If another boat is purchased as a replacement, the berth does not automatically transfer to the new boat. The member shall apply to the Wharf Master to determine if a suitable berth is available for occupancy. Prior to selling or buying a new boat, the member should discuss whether a berth will be available for the new boat. There is no guarantee that a berth will be available to conform to the new boat length.

AUTHORITY TO REMOVE A BOAT FROM THE WHARF

32. In accordance with direction from Base Operations (BOps) and only after the Senior Manager, PSP has confirmed the appropriate attempts to contact the owners have taken place, a boat may be removed from the wharf and impounded either in the storage compound or at a commercial facility. All costs arising from such removal action shall be at the expense of the owner. Situations that may warrant removal are, but not limited to:

- a. the boat is neglected and in danger of sinking;
- b. the boat is occupying an unauthorized berth not assigned to the owner;
- c. the boat is causing damage to the wharf or to other boats;
- d. the members club membership has expired;
- e. The boat is not licensed or insured; and
- f. the removal is ordered by the Executive Committee.

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33. The Executive Committee shall have the authority to order a boat removed from the wharf and stored in the compound or at a commercial facility, at the owner's expense if:
- a. the wharfage payments are delinquent and the member has not responded to a written warning within fourteen (14) days;
 - b. the member has repeatedly failed to assist in work party obligations;
 - c. the member's application contains fraudulent information;
 - d. the boat has been neglected and the member has not responded within fourteen (14) days to a verbal warning and;
 - e. the member has violated the Club Constitution and By-Laws.
34. Neither the Crown nor the Club shall be liable for any damage resulting from the removal.

BOAT SPEED IN THE MARINA AREA

35. Boat speed within the Club's Rose Bay marina breakwater is restricted to the minimum speed required to maintain safe navigational control, normally not more than 3 knots. An offense, as determined by the Wharf Master, may result in the member's berthing and/ or membership privileges being reviewed by the Executive Committee.

COMMERCIAL VENTURES

36. Members shall not launch or berth any vessel at the Club floats that is being used in a commercial or business venture.

STORAGE OF GEAR ON THE FLOATS

37. The Club wharf (including fingers) shall be kept clear for safety, fire and medical reasons. An offense, as determined by the Wharf Master, may result in the member's berthing and/or membership privileges being reviewed by the Executive Committee.

STORAGE OF BOATS AND TRAILERS IN THE COMPOUND

38. At Building WP1061, the Club has an outdoor Compound with limited capacity for the storage of members' boat trailers.

39. Members shall contact the Compound Custodian to obtain a parking space prior to placing any boat or trailer in the compound. Only boat trailers, or boats and trailers shall be parked in the rented spaces allocated by the Compound Custodian. Any items placed in the compound without the approval of the Custodian shall be removed at the owners' expense.

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40. Trailers shall be marked with the member's name and telephone number. The trailer shall display a current provincial license plate

41. At the discretion of the Executive Committee; boats, boat trailers or other private property not stored compliantly shall be removed to a commercial storage facility at the cost of the owner.

USE OF BUILDING WP1061 MAINTENANCE FACILITIES

42. Building WP 1061 contains indoor and outdoor maintenance facilities to support members' boat and trailer maintenance activities.

43. A member may apply to the Compound Custodian to use a covered bay in Building WP1061 to conduct boat or trailer maintenance.

- a. a daily fee will be charged for the use the bay up to a maximum of 30 days;
- b. the daily bay fee will be approved at an AGM;
- c. a bay key will be issued to the members after signing a "Use At Your Own Risk Waiver";
- d. charges commence from the day the bay is booked until the day the key is returned; and
- e. users of compound parking spaces shall be responsible to ensure their boats or trailers are unlocked and able to be moved at all times if required by the Compound Custodian.

44. A member with a boat that is too large to fit into a Building 1061 maintenance bay may apply to the Compound Custodian use one (1) of the two (2) concrete maintenance pads adjacent to building WP1061.

- a. the amount of the daily pad rental fee will be approved at an AGM. Normally, a boat shall not remain on a pad in excess of 30 days. However, if no other member requires the pad, the Compound Custodian may authorize the members to exceed 30 days up to a maximum of 60 days; and
- b. boats not removed after the approved usage time may be removed to a commercial facility at the expense of the member.

CLUBHOUSE LOCKERS

45. The Club has constructed 40 small storage lockers in the Clubhouse (Building WP1031) for allocation only to Club members who have a boat moored at the wharf.

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- a. members may apply for a locker anytime. If a vacant locker is available it may be issued; otherwise, the member's name will be placed on a waiting list;
- b. only one (1) locker may be allocated to a member;
- c. members use the lockers at their own risk. The Club is not responsible for any losses from lockers;
- d. hazardous Materials such as paint, batteries, etc.; shall not be stored in lockers. If any HAZMAT is seen in a locker, the lock will be cut and the HAZMAT will be removed;
- e. periodic locker safety inspections will be conducted. Members shall ensure at all times that their locker door screens are uncovered so that an inspection of the locker may occur to verify safety compliance;
- f. locks will be cut and the contents emptied if a locker is occupied without authority; and
- g. locker privileges may be revoked for any violation of these requirements.

USE OF CLUBHOUSE FOR FUNCTIONS

46. The Clubhouse may be booked by members for private functions including, but not limited to: receptions, birthday parties, anniversaries, family BBQs, and special occasions.

47. Requests for Clubhouse bookings shall not be considered if they conflict with a Club function.

48. Members' requests for private function bookings shall be submitted to the Clubhouse Custodian using the form "Request for Club Usage and General Agreement".

- a. a usage fee shall be levied for each approved private function;
- b. the amount of the usage fee will be approved at an AGM;
- c. a damage and/or cleaning fee based on actual cost will be charged to the user in accordance with the Club usage agreement form if the Club is left in a condition which requires repairs or cleaning services; and
- d. the usage fee shall be paid in full at the time of billing.

49. Members may sponsor special interest groups that are of benefit or interest to the Club. Members shall submit their request in writing to the Club Executive Committee for approval. For example, a special interest group could include: fishing seminar, first aid training, safe boating,

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boat maintenance, search and rescue, and fish conservation and enhancement. If approved by the Executive Committee, the Club will contact the group and an official Club function may be booked.

50. The Club may be booked for official DND activities such as briefings or training.

CRUISES

51. Cruises may be organized annually for Club members. When a cruise is organized, budgeted Club funds may be allocated to support the activity as approved by the AGM. Normally funds may be expended for food and soft drinks up to the amount approved per member attending the cruise. Funds may not be expended for boat or other expenses that offer personal gain.

ANNUAL FISHING DERBIES

52. The Club shall conduct five (5) annual fishing competitions that are open to all members and eligible family members. Normally, the competitions are held over two (2) weekends seasonally in the Spring, Summer, Fall and Winter. In addition, to these competitions, the Club sponsors an annual Ladder Derby.

53. Fishing derby boundaries are all of areas 19-1 through 19-4 of the BC Sports Fishing Guide.

54. Fish caught during a derby shall be weighed-in using the Club scale on the wharf. The recorded weight shall be witnessed and signed by a Club member to be eligible for a prize. Fish brought to the weigh station by vehicle are ineligible. Guests of members are not eligible for competition in any prize category.

55. A fish may qualify for only one (1) prize category. Qualifying individual members may be awarded only one (1) cash prize in a single derby.

56. An Annual Ladder Derby (Jan – Dec) will be conducted. Members may enter in the witnessed weight of each salmon caught during the year, provided that it weighs more than four (4) pounds. During the AGM, the Derby Coordinator will draw the winning weight to determine the Ladder Derby winner. A cash prize will be awarded.

57. The Derby Coordinator shall maintain annual records of the following data:

- a. the dates that fishing derbies were held;
- b. the names of the participants;
- c. a stocktaking record of prizes issued during the derby; and

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- d. an acquittance roll of all prizes issued to individuals with their names and signatures during the derby.

CFMWS RECREATION CLUB AND RECREATION ACTIVITY HARASSMENT PREVENTION AND RESOLUTION POLICY

Date of issue – 26 October 2007

DEFINITIONS

Harassment Harassment is any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace and which the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles or causes personal humiliation or embarrassment, or any act of intimidation or threat. It includes harassment within the meaning of the *Canadian Human Rights Act (CHRA)*.

Note 1: Where a complaint of harassment involves possible criminal conduct, the Responsible Officer will immediately inform the appropriate police authorities.

NPP Personnel Where the Harassment Prevention and Resolution Guidelines, dated 12 May 2006, make reference to NPP (Non-Public Property) Personnel, said reference shall be deemed to mean members of Recreation Clubs or participants to recreation activities who attend the Recreation Club or recreation activity in their civilian capacity as described in the application section below.

Recreation Activity Recreation activity means a recreation activity as **Activity** defined in Canadian Forces Personnel Support Programs Manual Part 6-1 defines a recreation activity as an individual component of a program (e.g. casual swimming, pee-wee hockey, art club, ceramics, bowling, scouts, and guides). For the purposes of this policy, martial arts are also recognized as a recreation activity.

Recreation Club Recreation Club means a Recreation Club as defined in Canadian Forces Personnel Support Programs Manual Part 6-2 Recreation Clubs defines a Recreation Club as a self-governing, authorized recreation activity operating under the terms and conditions of a constitution approved by the Base or Station Commander.

Responsible Officers Responsible Officers are:

- The local PSP (Personnel Support Programs) Manager, with respect to the Activity Leader of a recreation activity to whom this policy applies:
- The Activity Leader of the recreation activity, with respect to participants to the recreation activity;

- The Recreation Club President for any complaint against a member of a Recreation Club;

Workplace Where the Harassment Prevention and Resolution Guidelines, dated 12 May 2006, make reference to workplace, said reference shall be deemed to mean the physical location where the functions and activities of the Recreation Club or recreation activity take place.

Application This directive applies to members of Recreation Clubs and participants to recreation activities who attend Recreation Clubs and recreation activities in their civilian capacities and not in the course of their employment or services duties. This directive does not apply to persons covered by the Staff of the Non-Public Funds, Canadian Forces Harassment Prevention and Resolution Policy or the Defence Administrative Orders and Directives, DAOD 5012-0 Harassment Prevention and Resolution.

POLICY DIRECTION

Context Mutual trust, support and respect for the dignity and rights of everyone person are essential characteristics of Recreation Clubs and recreation activities environment. Harassment in certain forms is against the law and it can erode mutual confidence and respect for individuals and can lead to a poisoned environment.

The Harassment Prevention and Resolution Guidelines, dated 12 May 2006, as amended from time to time, are incorporated into this policy, with necessary modifications, as governing guidelines for the prevention and resolution of harassment complaints for Recreation Clubs and recreation activities.

Where the Harassment Prevention and Resolution Guidelines dated 12 May 2006 cannot be applied to the specific circumstances of the Recreation Clubs or recreation activities, the complaints may be treated in accordance with the spirit and principles of the Harassment Prevention and Resolution Guidelines dated 12 May 2006 and with such modifications as the circumstances require. Where the definitions of the Recreation Club and Recreation Activity Harassment Prevention and Resolution Policy are in conflict with the definitions found in the Harassment Prevention and Resolutions Guidelines dated 12 May 2006, the definitions of the Recreation Club and Recreation Activity Harassment Prevention and Resolution Policy are to be used.

Policy Statement Staff of the Non-Public Funds, Canadian Armed Forces is committed to providing respectful Recreation Club and recreation activity services by promoting the prevention and prompt resolution of harassment. All members of Recreation Clubs and all participants to recreation activities

have the right to be treated fairly, respectfully and with dignity in an environment free of harassment, and they have the responsibility to treat others in the same manner.

Harassment in any form constitutes unacceptable conduct and will not be tolerated. Recreation Club members and participants to recreation activities shall not subject any person attending an NPF recreation activity or club to harassment. Where Club members and recreation activity participants are found to have subjected other persons to harassment, the Responsible Officer will decide what administrative and restorative action within his/her authority is to be taken.

REQUIREMENTS

The Activity Leaders shall:

- Inform members of the Recreation Club or participants to recreation activities about behaviour that constitutes harassment, their rights and responsibilities under this policy, informal and formal ways of dealing with conflict and harassment and the resources available to them;
- Where the activity takes place on a DND Establishment, and where it is possible to do so on an official CFMWS website, post a notice to the effect that all members of the Recreation Club or all participants to the recreation activity have a right to participate without harassment, and that all complaints shall be dealt with in accordance with the Recreation Club and Recreation Activity Harassment Prevention and Resolution Policy. The notice shall also indicate that for any concern regarding harassment, the member or participant may contact wither the Activity Leader, the Club President or the local PSP Manager, and that the member or participant may consult the Staff of the Non-Public funds public information website;
- Take immediate steps to stop any harassment they witness or that is brought to their attention;
- Provide the member with a copy of this document together with the Harassment Prevention and Resolution Guidelines dated 12 May 2006, as amended from time to time, upon the member joining the Recreation Club or the participant attending the recreation activity. Members and participants shall also be provided with the local Harassment Advisor's contact information;
- Once a complaint has been received against a member of the Recreation Club or a participant to a recreation activity, ensure that the alleged perpetrator and the complainant are not paired together and are separated where possible during their dispute has been resolved;

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- In the case of a finding supporting the complaint, suspend the member of the Recreation Club or participant to the recreation activity found at fault for a period of time deemed fit and appropriate or rescind the individual's membership or participation.

Special Requirements

- All adults charged with providing instruction to minors must undergo police background checks. The costs of these checks will be borne by the instructor.

Authority Table

The following table identifies the authorities for implementing the harassment policy.

The ...	Has/have responsibility and authority to...
Sr VP PSP	Approves Recreation Club and recreation activity policy and procedures concerning harassment.
Local PSP Managers and Activity Leaders	Carry out the responsibilities outlined in the Recreation Club and Recreation Activity Harassment Prevention and Resolution Policy.

Anyone who advised an instructor that there is potential harassment situation and that they do not want to train with another individual because of this situation may refuse to train with that individual without question.