

# London Cycling Club Bylaws and Policies Manual





www.londoncyclingclub.ca

# Introduction

The Ontario Cycling Association (OCA), through Ontario's Club Recognition Program, requires all cycling clubs to provide policies that are essential for the successful running of any not-for-profit sport organization.

This document contains all the Bylaws and Policies of the London Cycling Club (LCC). The purpose of this document is for all members to be aware of their rights as well as expected behaviors while involved with any LCC sanctioned activities.

This document provides transparency for all members to know how the elected Board of Directors handle situations that may occur during LCC sanctioned activities.

All members are expected to understand and oblige to these policies as part of their membership to the London Cycling Club.

The Board of Directors reserves the right to modify this document and / or any policy within this document as needed. Any modifications to this document will be notified to current members.

Revision history is outlined below

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# By-Laws of the London Cycling Club

August 26, 1991

# **OBJECTIVES**

# **OF THE**

# **LONDON CYCLING CLUB**

- 1. To conduct, encourage and promote safe cycling and to promote general interest in cycling.
- 2. To ascertain, defend and pursue the rights of cyclists.
- 3. To assist the community at large in the promotion, encouragement and understanding of all aspects of cycling and related activities.
- 4. To carry out its objectives in concert with other organizations of cyclists throughout the world.

Being By-law No. one relating generally to the transaction of the affairs of the

# **London Cycling Club**

# NAME

The name of the Corporation shall be London Cycling Club.

#### **SECTION ONE**

#### **INTERPRETATION**

- **1.01** In this by-law and all other by-laws of the Corporation, unless the context otherwise specifies or requires:
  - a) The singular shall include the plural and the plural the singular;
  - b) The masculine shall include the feminine and then neuter;
  - c) "Person" shall include individuals, bodies corporate, partnerships, syndicates, trusts, unincorporated organizations and any number of aggregate of person;
  - d) "Board" means the Board of Directors of the Corporation;
  - e) "Corporation" means the London Cycling Club;
  - f) "Member in good standing" means a person who is a member of the Corporation who is not in arrears with regard to fees, fines, levies or subject to a Corporation sanction.

#### **SECTION TWO**

#### **MEMBERSHIP**

**2.01** The membership of the Corporation shall consist of the incorporation applicants and such other persons as are admitted as members by the Board.

Each member shall be promptly informed by the Secretary of his admission as a member. There shall be classes of membership in the Corporation namely:

- Regular members,
- Honorary members.
- a) Regular members are those members who have met their responsibilities to the Corporation by payment of dues and fees.
- b) Honorary members are those persons on whom the Board bestows membership in recognition of services rendered to the London Cycling Club.

# 2.02 Resignation

Any member may resign by submitting his written resignation to the secretary of the Corporation and it shall become effective upon its acceptance by the Board.

# 2.03 The Expulsion for Non-Payment of Fees

The secretary shall notify members of the dues or fees at any time payable by them. If any are not paid within 30 days of the date of such notice, the members in default shall therefore automatically cease to be members of the Corporation. Any such member may on payment of unpaid dues or fees be reinstated.

# 2.04 <u>Fees</u>

The Board may, from time to time, fix dues and/or fees payable by members.

# 2.05 Cessation of Membership

Any member who shall resign or be expelled as a member of the Corporation shall immediately return to the Corporation all books or other property of the Corporation which he may have in his possession, and he shall remain liable for the payment of all monies due from him at the date of his resignation or expulsion from membership.

# 2.06 Member in Good Standing

Only a member in good standing shall be entitled to stand for election as a director of the Corporation or to vote at any annual or general meeting of members.

#### **SECTION THREE**

#### **ADMINISTRATION**

# 3.01 Head Office

The head office of the Corporation shall be located at the City of London in the Province of Ontario, and at such place therein as the Board may from time to time by resolution decide.

# 3.02 Corporate Seal

The seal, an impression whereof is stamped at the end of this by-law, shall be the corporate seal of the Corporation.

# 3.03 Minutes of Meetings

Minutes shall be kept of all meetings of the Board, and annual and general meetings of the membership. All minutes shall be approved with or without amendment and signed by the chairman and secretary of the meeting and shall constitute the record of the Corporation's proceedings and shall be admissible in evidence as prima-facie proof of the proceedings.

#### 3.04 Execution of Documents

Contracts, documents or any other instruments in writing requiring the signature of the Corporation shall be signed by any two signing officers and all contracts, documents and instruments in writing so signed shall be binding upon the Corporation without further

authorization or formality. The Board shall have the power by resolution to appoint any officer on behalf of the Corporation to sign specific contracts, documents, and/or instruments in writing in view of this being signed by any two signing officers as aforesaid. Such contracts, documents, or instruments shall have the prior approval of the Board. The corporate seal may be affixed to such contracts, documents and other instruments in writing which have been signed by any two signing officers as aforesaid or by any officer or any person appointed as aforesaid by resolution of the Board.

#### **SECTION FOUR**

#### **DIRECTORS**

# 4.01 Management

The affairs of the Corporation shall be managed by a Board of 12 directors which may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation and are not by the by-laws of the Corporation, or by statute expressly directed or required to be done by the Corporation at meetings of its members. Notwithstanding any vacancy or vacancies in the Board, the remaining directors may exercise all the powers of the Board so long as quorum of the Board remains in office.

# 4.02 Quorum

Six directors shall be deemed a quorum for the transaction of business.

# 4.03 Qualification

Each director shall be eighteen or more years of age at the time of his election or within ten (10) days thereafter and throughout his term of office shall be a member in good standing of the Corporation. No director shall be an employee of the Corporation.

#### 4.04 Term

Each director shall be elected to hold office until the second annual meeting after he shall have been elected, or until his successor shall have been duly elected and qualified.

# 4.05 Re-election

One half of the Board shall be retired at each annual meeting but shall be eligible for reelection if otherwise qualified. The term of office of President, Treasurer, Special Tours, Webmaster, Membership Director and one Director-at-Large shall commence and terminate on the date of the Annual General Meeting in even numbered years. The Office of Vice-President, Secretary, Tours, Communications Director, Safety and Education Director and one Director-at-Large shall commence and terminate on the date of the Annual General Meeting in uneven numbered years.

# 4.06 <u>Vacation of Office</u>

(This matter is regulated by Statute and is included here for information purposes only.) The office of a director shall forthwith be vacated:

 if he becomes bankrupt or suspends payment of his debts generally or compounds with his creditors or makes an authorized assignment or is declared insolvent;

- b) if he is found to be a mentally incompetent person or a person mentally incapable of managing his own affairs;
- c) if, by notice in writing to the Corporation, he resigns his office;
- d) if, at a general meeting of members a resolution is passed by at least three quarters of the members present and voting at the meeting that he be removed from office; or
- e) if he ceases to be a member of the Corporation.

# 4.07 Vacancies

Vacancies on the Board, however caused, may, so long as a quorum of directors remains in office, be filled by the directors from among the qualified members of the Corporation, 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 directors for the ensuing year are elected; but if there is not a quorum of directors, the remaining directors shall forthwith call a meeting of the members to fill the 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.

# 4.08 Place of Meeting

Meetings of the Board may be held either at the head office or elsewhere within Ontario as determined by the Board, from time to time.

# 4.09 Calling of Board Meetings and Notice

The President or any two directors may convene a meeting of the Board at any time. Notice of such meeting shall be given in accordance with paragraph 9.01 to each director not less than seven (7) days before the meeting is to take place. No formal notice shall be necessary if all directors are present at the meeting or those absent signify their consent in writing to the meeting being held in their absence.

No notice is required for a meeting of the Board immediately after an annual meeting of members, nor to a new director for a meeting of the Board at which he is appointed.

# 4.10 Chairmanship of Board Meetings

The President, or in his absence the Vice-President, shall be the chairman of any meeting of the Board. If no such officer is present, the directors shall choose one of their number to be chairman.

# 4.11 Voting

Questions arising at any meeting of the Board shall be decided by a majority of votes of those present. In the case of an equality of votes, the Chairman of the meeting, in addition to his original vote, shall have a second deciding vote.

# 4.12 Remuneration and Expenses

The directors shall serve without remuneration but any director who is engaged or is a member of a firm which is engaged in any business or profession may be paid the usual professional fees and charges for any professional service which is rendered on behalf of the Corporation in connection with the administration of the affairs of the Corporation, including

the carrying on of its undertakings reasonable expenses incurred by any director in the performance of his duties may be paid out of the funds of the Corporation.

# 4.13 Conflict of Interest

- a) Every director of the Corporation who has, directly or indirectly, any interest in any contract or transaction to which the Corporation is or is to be a party, other than a contract or transaction in which his interest is limited solely to his remuneration as an officer, shall declare his interest in such contract or transaction at a meeting of the directors of the Corporation and shall at that time disclose the nature and extent of such interest including, as to any contract or transaction involving the purchase and sale of assets by or to the Corporation, the cost of the assets to the purchaser and the cost thereof to the seller, if acquired by the seller within five years before the date of the contract or transaction is within his knowledge or control or transaction be counted in the quorum.
- b) Clause (a) does not require the disclosure of any interest in any contract or transaction unless the interest and the contract or transaction are both material.
- c) The declaration required by paragraph 4.13 shall be made at the meeting of the directors at which the proposed contract or transaction is first considered, or if the director is not at the date of the meeting interested in the proposed contract or transaction, at the next meeting of the directors held after he becomes so interested, or if the director becomes interested in a contract or transaction after it is entered into, at the first meeting of the directors held after he becomes so interested, or if a contract or a proposed contract or transaction is one that in the ordinary course of the Corporation's business would not require approval by the directors, at the first meeting of the directors held after the director becomes aware of it.
- d) If a director has made a declaration and disclosure of his interest in a contract or transaction in compliance with paragraph 4.13 and has not voted in respect of the contract or transaction at the meeting of the directors of the Corporation, the director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of director, accountable to the Corporation for any profit or gain realized from the contract or transaction, and the contract or transaction, if it was in the best interest of the Corporation at the time the contract or transaction was entered into, is not voidable by reason only of the director's interest therein.
- e) For the purposes of this paragraph 4.13, a general notice to the director by a director, and duly recorded declaring that he is a director or officer, or has a material interest in the person that is a party to a contract or transaction, or proposed contract or transaction with the Corporation is a sufficient declaration of interest in relation to any contracts or transactions so made.

# **SECTION FIVE**

#### **OFFICERS**

#### 5.01 General

The officers of the Corporation shall be a President and Secretary and may be a Vice-President, Treasurer, and any other officers as the Board may by resolution decide. All officers must be members of the Corporation.

# 5.02 Election and Appointment

The members shall elect a slate of candidates at the AGM who have a specific office ambition. The successful candidates for officer positions become the Board.

# 5.03 Removal

All officers of the Corporation, in the absence of agreement to the contrary, shall be subject to removal by resolution and ratification by 2/3 of the directors of the Board at any time.

# 5.04 Term of Office

Subject to the provisions of paragraph 5.03, the officers of the Corporation shall hold office for two years or until their successors are elected or appointed in their stead.

# 5.05 Vacancies

If any office becomes vacant, the Board may fill such from among the qualified members of the Corporation.

# 5.06 Appointment of Agents and Employees and/or the Executive Director

The Board may appoint such agents and engage such employees as it shall deem necessary from time to time and such person shall have such authority and shall perform such duties as shall be prescribed by the Board at the time of such appointment.

# 5.07 Power and Duties

All officers shall sign such contracts, documents or instruments in writing as require their respective signatures and shall perform all powers and duties incident to their respective offices and such other powers and duties as may from time to time be assigned to them by the Board.

# 5.08 Delegation of Powers and Duties

In the case of the absence or inability to act as the President, the Vice-President, the Secretary, the Treasurer or the Executive Director or any other officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate all or any of the powers and duties of such officer to any officer who is also a director or to any director for the time being.

#### 5.09 Remuneration

The remuneration of all agents and employees shall be fixed by the Board by resolution.

# 5.10 Duties of President

The President shall, subject to the authority of the Board, be the chief executive officer of the Corporation and shall be charged with the general supervision of the affairs and operation of the Corporation. He shall, when present, preside at all meetings of the Board, executive committee and members. He shall also be an ex officio member of all standing committees of the Corporation. He shall sign all instruments which require his signature, perform all duties incident to his office and have such additional powers and duties as may be prescribed by the Board.

# 5.11 <u>Duties of Vice-President</u>

In the absence of the President, his duties shall be performed and his powers shall be exercised by the Vice-President. He shall sign all instruments which require his signature, perform all duties incident to his office and have such additional powers and duties as may be prescribed by the Board. He shall also be charged with long term planning for the Corporation.

# 5.12 Duties of Secretary

The Secretary shall be responsible for recording the minutes of all board meetings and general membership meetings. He shall give all notices required to be given to the directors, members, auditors and committees of the Board. He shall be the custodian of the corporate seal of the Corporation and of all books, papers, records, correspondence, contracts and other documents belonging to the Corporation except when some other officer or agent has been appointed for that purpose. He shall sign all instruments which require his signature, perform all duties incident to this office and have such additional powers and duties as may be prescribed by the Board.

# 5.13 Duties of Treasurer

The Treasurer shall have the care and custody of all the funds and securities of the Corporation and shall deposit same in the name of the Corporation in such bank or banks or with such other depository or depositories as the Board may direct. He shall keep or cause to be kept proper accounting records for the Corporation. He shall disburse the funds of the Corporation as maybe ordered by the Board, taking proper vouchers for such disbursements and shall render to the Board at meetings thereof or whenever required of him by any director, an account of all his transactions as Treasurer and of the financial position of the Corporation. He shall sign all instruments which require his signature, perform all duties incident to his office and have such additional powers and duties as may be prescribed by the Board.

#### 5.14 Duties of Other Officers

The duties of all officers of the Corporation shall be such as the terms of the engagement call for, or the Board of Directors requires of them.

# **SECTION SIX**

# **PROTECTION OF DIRECTORS AND OFFICERS**

# 6.01 Protection of Directors and Officers

No director or officer of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or corporation with whom any of the monies, securities or effects of the Corporation shall be lodged or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any loss, conversion, mis-application or mis-appropriation of or any damage resulting from any dealing with any monies, securities or other assets belonging to the Corporation, or for any loss, damage or misfortune whatever which may happen in the execution of the duties of this respective office or trust, or in relation thereto unless the same shall happen by or through his own dishonesty or wilful neglect or default.

# 6.02 Indemnification

The Corporation hereby acknowledges and agrees that each and every director and officer of the Corporation shall be deemed to have assumed his office or employment on the express understanding, agreement and condition that except as hereinafter provided, he and his heirs, executors, administrators and other legal personal representatives shall be indemnified and saved harmless by the Corporation against,

- any liability and all costs, charges and expenses whatsoever that he sustains or incurs in respect of any action, suit or proceeding that is proposed, brought, commenced or prosecuted against him for or in respect of anything done or permitted by him in respect of the execution or the duties or his office, and
- b) All other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation, except such liability, costs, charges or expenses as are occasioned by his own dishonesty, wilful neglect or default.

# 6.03 <u>Liability Insurance</u>

The Corporation may purchase and maintain insurance for the benefit of a director or officer thereof, except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of his own dishonesty, wilful neglect or default.

# 6.04 Irregularities in Procedure

No act or proceeding of any director, officer or the Board shall be valid or ineffective by reason only of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such director, officer or the Board.

# 6.05 Director and Officers Entitled to Rely on Reports or Others

The Board, any director and any officer may rely upon the accuracy of any statement or report prepared by the Corporation's auditor and any other report prepared by a qualified

person and shall not be responsible or held liable for any loss or damage resulting from acting upon any such statement or report.

# **SECTION SEVEN**

# **FINANCES**

# 7.01 Fiscal Year

Unless otherwise ordered by the Board, the fiscal year of the Corporation shall terminate on the 31<sup>st</sup> of December in each year.

# 7.02 Auditor

The members shall at each annual meeting appoint an auditor to hold office until the next annual meeting, and, if an appointment is not so made, the auditor in office shall continue in office until a successor is appointed. The Board may fill any casual vacancy in the office of auditor. The remuneration as such auditor shall be fixed by the Board. Notice of the appointment of an auditor shall be given to him forthwith after the appointment is made.

# 7.03 Cheques, etc.

All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation and in such manner as shall from time to time be determined by resolution of the Board and any one of such officers or agents may alone endorse notes and drafts for collection on account of the Corporation through its bankers for the credit of the Corporation, or the same may be endorsed "for collection" or "for deposit" with the bankers of the Corporation by using the Corporation's rubber stamp for that purpose. Any one of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Corporation and the Corporation's bankers and may receive all paid

Cheques and vouchers and sign all of the bank's forms or settlement of balances and release of verification slips.

# 7.04 Deposit of Securities for Safekeeping

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

# 7.05 Borrowing

The Board may from time to time,

a) borrow money on the credit of the Corporation,

- b) issue, sell or pledge securities of the Corporation, or
- c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation including book debts, rights, powers, franchises and undertakings to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Corporation.

From time to time the Board may authorize any director, officer or employee of the Corporation or any other person to make arrangements with references to the monies borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given thereof, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed or remaining due by the Corporation as the Board may authorize, and generally to manage, transact and settle the borrowing of money by the Corporation.

# 7.06 Investments

Such monies of the Corporation not required for its immediate purposes may be invested and dealt with from time to time by the Board in such investments and in such manner as it thinks fit.

# **SECTION EIGHT**

# **MEETINGS OF MEMBERS**

# 8.01 <u>Annual Meeting</u>

The annual meeting of the members shall be held at such time and or such date in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by statute to be read at and laid before the Corporation at an annual

Meeting, electing directors, appointing the auditor and fixing or authorizing the Board to fix his remuneration, and for the transaction of such other business as may properly be brought before the meeting.

# 8.02 General Meeting

The Board or the Chairman shall have power at any time to call a general meeting of the members of the Corporation for the transaction of any business, the general nature of which is specified in the notice calling the meeting, to be held at such time and at such place within London as determined by the Board of Directors. Members are entitled to call a members' meeting if no fewer than 15% of members in good standing present to the Board a signed request for such a meeting.

#### 8.03 Notice of Members' Meeting

Notice of members' meeting shall be given in accordance with paragraph 9.01 to each member not less than twenty-one (21) days before the meeting is to take place. No formal notice shall be necessary if all members are present at the meeting or those absent waive notice or signify their consent in writing to the meeting being held in their absence.

# 8.04 Quorum

A quorum for the transaction of business at any members' meeting shall consist of not less than 15% of the members in good standing who are present in person and if within half an hour after the time appointed for the meeting a quorum is not present, the meeting shall be dissolved.

# 8.05 Voting of Members

Each member in good standing of the Corporation shall at the annual and general meetings be entitled to one vote. No member shall be entitled to vote at any meeting unless he has paid all dues or fees, if any, then payable by him. At all meetings, every question shall be decided by a majority of the votes of the members present in person unless otherwise required by the By-Laws of the Corporation or by law. Every question shall be decided in the first instance by a show of hands unless a poll be demanded by a member. Upon a show of hands, every member having voting rights shall have one vote, and unless a poll be demanded, a declaration from the Chairman that a resolution has been carried or not carried and an entry to that effect in the minutes of the Corporation shall be prima facie proof of the fact without proof of the number of votes accorded in favour 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, and such poll shall be taken in such manner as the Chairman of the meeting shall direct and the result of such poll shall be deemed the decision of the meeting upon the matter in question. In case of an equality of votes at any meeting, whether upon a show of hands or at a poll, the motion shall be deemed to have been defeated and no one shall have a second or deciding vote.

# **SECTION NINE**

#### **NOTICES**

# 9.01 Methods of Giving Notice

Whenever under the provisions of the By-Laws of the Corporation, notice is required to be given, such notice may be given either personally or by prepaid first-class mail, or email addressed to the director, officer, member or other person at his address. Any official communications organ of the Corporation, circulated generally or specifically to the members may be deemed by the directors to constitute prepared mail provided all their provisions as to time are met when same is used for notice. A notice or other document so sent by mail shall be held to be sent at the time when the same was deposited in a post office or public letter-box, or emailed, as the case may be the purpose of sending any notice, the address of any director, officer, member or other person shall be his last address as recorded on the books of the Corporation. The statutory declaration, of the Secretary or Chairman that notice has been given pursuant to this By-Law shall be sufficient and conclusive evidence of the giving of such notice.

# 9.02 Computation of Time

In computing the date when notice must be given under any provisions requiring a specific number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included. In making such

computations, all Sundays, statutory holidays and other holidays shall be disregarded and treated as if they were regular week days.

# 9.03 Omissions and Errors

The accidental omission to give any notice to any director, officer, member or other person or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise funded thereon.

# 9.04 Waiver of Notice

Any directors, officer or member of a standing committee, may waive any notice required to be given to him under any provision of any by-law or otherwise and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

#### **SECTION TEN**

#### **MISCELLANEOUS**

# 10.01 Adjournments

Any meeting of members or of the Board or of any committee may be adjourned to any time and from time to time and such business may be transacted as 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 adjournment. Except in the case of meetings of members, such adjournment may be made notwithstanding that no quorum is present.

# 10.02 Written Consents to By-Laws and Resolutions by Directors and Members

Any by-law or resolution consented to at any time during the Corporation's first year of existence by the signatures of two-thirds of the directors is as valid and effective as if passed at a meeting of the directors or members duly called, constituted and held for that purpose.

#### 10.03 Amendments of By-Laws

The By-Laws of the Corporation may be repealed or amended by a by-law enacted by a majority of the directors at a meeting of the Board and sanctioned by an affirmative vote of a majority of the votes cast at a meeting of members duly called for the purpose of considering the said by-law or sanctioned by confirmation in writing by all of the members entitled to vote at such meeting.

#### 10.04 Register

The Corporation shall maintain a register of members of the Corporation and standing committee members showing their last known address.

#### 10.05 Donations and Gifts

The Board may accept grants, donations and gifts in the name of the Corporation and its members. Proper acknowledgement and recording of these grants, donations and gifts shall

be the responsibility of the Treasurer. Grants, donations and gifts to the Corporation shall not be divided amongst the Corporation's members or committees within the Corporation.

ENACTED AND PASSED this 26<sup>th</sup> day of August 1991.

AMENDED AND PASSED this 4<sup>th</sup> day of November, 2016.

AMENDED AND PASSED this 3<sup>rd</sup> day of November, 2017.

WITNESS the Corporate Seal of the Corporation.



# **Definitions**

- 1. The following terms have these meanings in this Code:
  - a) "Individuals" those engaged in activities with the LCC including, but not limited to Riders and Directors. This does not include 3<sup>rd</sup> party individuals who the LCC contacts for booking services or events, staff where the LCC holds events, etc.
  - b) "Rider" An Individual who has chosen to join the LCC, fully paid the yearly fees, reads and understands all documents, and is a member in good standing
  - c) "Directors" Those Individuals who were voted on or volunteered to be on the Board of Directors for the current calendar year
  - d) "Workplace" Any place where LCC activities are conducted, including but not limited to any LCC sanctioned ride, meeting, event, and on the LCC's Facebook page.

# **Purpose**

2. The purpose of this Code is to ensure a safe and positive environment by making Individuals aware that there is an expectation, at all times, of appropriate behaviour consistent with the LCC's core values.

# **Core Values**

3. The LCC supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all Individuals are treated with respect and fairness.

# **Application of this Code**

- 4. This Code applies to Individuals' conduct in the Workplace as defined in Section 1d.
- 5. An Individual who violates this Code may be subject to sanctions pursuant to the LCC's *Discipline and Complaints Policy*.

# Responsibilities

- 6. Individuals have a responsibility to:
  - a) Maintain and enhance the dignity and self-esteem of other Individuals by:
    - i. Demonstrating respect to Individuals regardless of body type, physical characteristics, athletic ability, age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, sex, and sexual orientation
    - Focusing comments or criticism appropriately and avoiding public criticism of other Individuals
    - iii. Consistently demonstrating the spirit of sportsmanship and ethical conduct
    - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory



- v. Consistently treating Individuals fairly and reasonably
- b) Refrain from any behaviour that constitutes **harassment**, where harassment is defined as comment or conduct directed towards an Individual or group, which is offensive, abusive, racist, sexist, degrading, or malicious. Types of behaviour that constitute harassment include, but are not limited to:
  - i. Any type of abuse and / or threats (actual or perceived)
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts
  - iii. Leering or other suggestive or obscene gestures
  - iv. Condescending or patronizing behaviour which is intended to undermine selfesteem, diminish performance or adversely affect working conditions
  - v. Practical jokes which endanger a person's safety, or negatively affect the group or the LCC as a whole
  - vi. Any form of hazing including but not limited to humiliating, degrading, abusive, or dangerous activity
  - vii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing
  - viii. Unwelcome sexual flirtations, advances, requests, or invitations
  - ix. Physical or sexual assault
  - x. Behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment
  - xi. Retaliation or threats of retaliation against an individual who reports harassment to the LCC Board of Directors
- c) Refrain from any behaviour that constitutes **workplace harassment**, where workplace harassment is defined as vexatious comment or conduct against an Individual in a workplace a comment or conduct that is known or ought reasonably to be known to be unwelcome. Workplace harassment should not be confused with legitimate, reasonable management actions that are part of the normal work function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute workplace harassment include, but are not limited to:
  - i. Bullying
  - ii. Repeated offensive or intimidating phone calls, emails, texts, or social media contact
  - iii. Inappropriate sexual touching, advances, suggestions or requests
  - iv. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form
  - v. Psychological abuse
  - vi. Personal harassment
  - vii. Discrimination
  - viii. Intimidating words or conduct (offensive jokes or innuendos)



- ix. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning
- d) Refrain from any behaviour that constitutes workplace violence, where workplace violence is defined as the exercise of physical force by a person against a Individual, in a workplace, that causes or could cause physical injury to the Individual; an attempt to exercise physical force against a Individual, in a workplace, that could cause physical injury to the Individual; or a statement or behaviour that it is reasonable for a Individual to interpret as a threat to exercise physical force against the Individual, in a workplace, that could cause physical injury to the Individual. Types of behaviour that constitute workplace harassment include, but are not limited to:
  - Verbal threats to attack an Individual
  - ii. Sending to or leaving threatening notes or emails for an Individual
  - iii. Making threatening physical gestures to an Individual
  - iv. Wielding a weapon in the Workplace
  - v. Hitting, pinching or unwanted touching of an Individual which is not accidental
  - vi. Throwing an object at an Individual
  - vii. Blocking normal movement or physical interference of an Individual, with or without the use of equipment
  - viii. Sexual violence against an Individual
  - ix. Any attempt to engage in the type of conduct outlined above
- e) Refrain from any behaviour that constitutes **sexual harassment**, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:
  - i. Sexist jokes
  - ii. Display of sexually offensive material
  - iii. Sexually degrading words used to describe a person
  - iv. Inquiries or comments about a person's sex or personal life
  - v. Unwelcome sexual flirtations, advances, or propositions
  - vi. Persistent unwanted contact
- f) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- Refrain from consuming tobacco products, or recreational drugs while in the Workplace
- h) Take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with the LCC's events
- i) Respect the property of others and not wilfully cause damage
- i) Promote the sport in the most constructive and positive manner possible
- k) Adhere to all federal, provincial, and municipal laws
- Comply, at all times, with the LCC's bylaws, policies, procedures, rules and regulations, as adopted and amended from time to time
- m) Report any medical problems to the Board of Directors in a timely fashion

# London Cycling Club Code of Conduct and Ethics Policy

- n) Appear on-time and prepared to participate
- o) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other riders
- p) Act in accordance with the LCC's policies and procedures and, when applicable, additional rules / suggestions as outlined by other Individuals

#### **Directors**

- 7. In addition to section 5 (above), the LCC's Directors will have additional responsibilities to:
  - Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the LCC's business and the maintenance of Individuals' confidence
  - b) Ensure that the LCC's financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
  - c) Conduct themselves openly, professionally, lawfully and in good faith in the best interests of the LCC
  - d) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
  - e) Behave with decorum appropriate to both circumstance and position
  - f) Keep informed about the LCC's activities
  - g) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to the laws under which the LCC is incorporated
  - h) Respect the confidentiality appropriate to issues of a sensitive nature
  - i) Respect the decisions of the majority and resign if unable to do so
  - j) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
  - Have a thorough knowledge and understanding of all the LCC governance documents
  - Conform to the bylaws and policies approved by the LCC

#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "Complainant" The Party alleging an infraction
  - b) "Respondent" The alleged infracting Party
  - c) "Days" Days including weekends and holidays
  - d) "Discipline Chair(s)" An individual or individuals appointed by the Board to be the first point-of-contact for all discipline and complaint matters reported to the LCC
  - e) "Individuals" those engaged in activities with the LCC including, but not limited to Riders and Directors. This does not include 3<sup>rd</sup> party individuals who the LCC contacts for booking services or events, staff where the LCC holds events, etc.
  - f) "Workplace" Any place where LCC activities are conducted, including but not limited to any LCC sanctioned ride, meeting, event, and on the LCC's Facebook page.

# **Purpose**

2. Individuals are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the LCC's bylaws, policies, procedures, rules and regulations, as adopted and amended from time to time

# **Discipline Chair**

- 3. The Discipline Chair will be an Individual from the current Board of Directors of the LCC as appointed by the current President of the LCC.
- 4. The Discipline Chair may choose three (3) individuals to serve as Discipline Chairs (which may or may not includ themselves) and, in this case, decisions of the Discipline Chairs will be by majority vote.
- 5. The Discipline Chair(s) appointed to handle a complaint or incident must be unbiased and not in a conflict of interest situation.

# **Application of this Policy**

- 6. This Policy applies to all Individuals.
- 7. This Policy applies to Individuals' conduct while on the LCC Workplace, as defined in Section 1f above.
- 8. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy.

#### **Process**

# London Cycling Club Discipline and Complaints Policy Statement

- 9. Any Individual may report an incident or complaint to the Discipline Chair via email at <a href="mailto:londoncyclingclubinfo@gmail.com">londoncyclingclubinfo@gmail.com</a>, with the word CONFIDENTIAL written in the subject line, within fourteen (14) days of the alleged incident, although this timeline can be waived or extended at the Discipline Chair's discretion. At the LCC's discretion, the LCC may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the LCC will identify another individual to represent the LCC.
- 10. Any incident which violates the LCC Code of Conduct and Ethics is considered valid for reporting a Complaint.

# **Determination of Sanctions**

- 11. Following the determination that the complaint or incident is valid, the Discipline Chair will review the submissions related to the complaint or incident and determine one or more of the following sanctions:
  - a) Verbal or written reprimand
  - b) Verbal or written apology
  - c) Removal of certain privileges from the LCC Workplace
  - d) Suspension from the LCC Workplace for a designated period of time
  - e) Any other sanction considered appropriate for the offense
- 12. The Discipline Chair will inform the Respondent of the sanction, which will take effect immediately.
- 13. Records of all sanctions will be maintained by the Secretary of the LCC Board of Directors.

# Request for Reconsideration

- 14. The sanction may not be appealed until the completion of a request for reconsideration. However, the Respondent may contest the sanction by submitting a Request for Reconsideration within two (2) days of receiving the sanction. In the Request for Reconsideration, the Respondent must indicate:
  - a) Why the sanction is inappropriate;
  - b) All evidence to support the Respondent's position; and
  - c) What penalty or sanction (if any) would be appropriate
- 15. Upon receiving a Request for Reconsideration, the Discipline Chair may decide to accept or reject the Respondent's suggestion for an appropriate sanction.
- 16. Should the Discipline Chair accept the Respondent's suggestion for an appropriate sanction, that sanction will take effect immediately.
- 17. Should the Discipline Chair not accept the Respondent's suggestion for an appropriate sanction, the initial sanction will be enacted

# Confidentiality

18. The discipline and complaints process is considered confidential and involves only the Parties and the Discipline Chair, Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

# **Timelines**

19. If the circumstances of the complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Discipline Panel may direct that these timelines be revised.

# **Records and Distribution of Decisions**

20. Other individuals or organizations, including but not limited to, national sport organizations, provincial sport organizations, sport clubs, etc., may be advised of any decisions rendered in accordance with this Policy.



# **Definitions**

- 1. The following items have meanings within this Policy:
  - a. Member An Individual who has signed up for a Membership with the LCC through online registration

# Introduction

2. The LCC has one social media outlet, which is a Facebook page found at <a href="https://www.facebook.com/groups/18527901447/">https://www.facebook.com/groups/18527901447/</a>. This Facebook page is a private group for current members of the LCC only. Posting on this page is a privilege of having a membership with the LCC.

# **Eligibility**

- 3. Only current members in good standing are eligible to post on this page. For the purposes of the Facebook page, members are considered to be current:
  - a. From the time they are initially registered as a member of the LCC until May 1st of the calendar year following their most recent registration; (if they have not signed up as members again) and
  - b. Have not had their "privilege to post" removed as defined per Section 11 below.

# **Eligibility Period**

- 4. LCC Membership registration is available from early March until the last LCC organized ride of the calendar year, typically in late October.
  - a. The LCC's Facebook page will only accept new members during this period, once they have formally signed up with the LCC.

# **Eligibility Duration**

- 5. At the time one becomes a member, they are on the LCC's contact list, and thus eligible for the Facebook page. Though formal membership ends after the last organized ride of the calendar year, Members are allowed to use the Facebook page until May 1st of the following year
  - a. Previous years' members who have signed up prior to May 1<sup>st</sup> of the current year will automatically remain on the LCC's Facebook page unless they have unsubscribed themselves.
  - b. If an unsubscribed member wishes to be placed back on the Facebook Page prior to May 1<sup>st</sup> of the following year, they must contact the Facebook Administrator

# **Purpose**

6. The Facebook Page is provided for the convenience of LCC Members and posts should be confined to matters relating to cycling or the LCC.

#### **Prohibited Activities**

- 7. The following are prohibited:
  - a. Unsanctioned events
    - i. No notices, invitations, or ad hoc rides posted on the Facebook page shall constitute sanctioned events of the LCC. Only events and rides posted on the LCC website at <a href="http://www.londoncyclingclub.ca/">http://www.londoncyclingclub.ca/</a> are considered sanctioned events by the LCC.
  - b. Advertising
    - i. This site is not to be used for advertising, sales, or promotion of products, services or events unless approved by the LCC Board of Directors.

# **Comments**

8. Anything posted on this Facebook page is subject to the LCC's Code of Conduct and Ethics Policy.

#### Governance

9. The Facebook page is governed by administrators representing the LCC Board of Directors.

# Removal of content

10. The administrators, as per Section 9 of this policy, reserve the right to delete any post or comment they consider to be in violation of Sections 5, 6 or 7 of this policy, or of the LCC's Code of Conduct and Ethics Policy.

# Removal of members' privilege to remain on the LCC's Facebook page

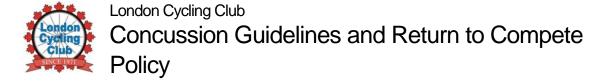
11. Repeated infractions of Sections 6, 7 & 8 may result in the members' losing the privilege to remain on the LCC's Facebook page.

#### **Duration of Removal**

12. The duration of the removal as per Section 11 will be for the remainder of the cycling club season and until the next year the member signs up with the LCC.

# **Appeal**

13. Members may choose to appeal the decision using Sections 14 to 17 of the Discipline and Complaints Policy Statement



# **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "Participant" Members of the LCC who have willingly chosen to participate in the sanctioned LCC ride

# **Purpose**

- The LCC is committed to ensuring the safety of those participating in the sport of cycling. The LCC recognizes the increased awareness of concussions and their long-term effects and believes that prevention of concussions is paramount to protecting the health and safety of Participants.
- 3. This Policy provides guidance in identifying common signs and symptoms of concussion, protocol to be followed in the event of a suspected concussion, and return to cycling should a concussion be diagnosed. Awareness of the signs and symptoms of concussion and knowledge of how to properly manage a concussion is critical to recovery and helping to ensure the individual is not returning to physical activities too soon, risking further complication.
- 4. A concussion is a clinical diagnosis that can only be made by a physician or qualified health care professional.

#### **Procedure**

- 5. During all events, Participants will use their best efforts to:
  - a) Be aware of incidents that may cause a concussion, such as, but not limited to:
    - i. Falls
    - ii. Accidents
    - iii. Collisions
    - iv. Head trauma (blow to the head, face or neck, or a blow to the body that transmits a force to the head)
  - b) Recognize and understand the symptoms that may result from a concussion. These may appear immediately after the injury or within hours or days of the injury and may be different for everyone. Some common signs and symptoms include, but are not limited to:
    - i. Nausea
    - ii. Poor concentration
    - iii. Amnesia
    - iv. Fatigue
    - v. Sensitivity to light or noise
    - vi. Irritability
    - vii. Poor appetite
    - viii. Decreased memory

- ix. Poor balance
- x. Slowed reaction time
- c) Identify injured Participants or other individuals who have been involved in any of the above incidents and/or exhibit any of the above symptoms.

# **Responsibilities of ALL Participants**

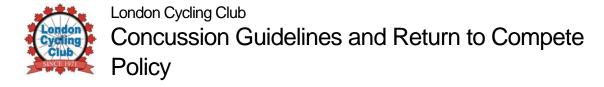
- 6. If a Participant has been identified as having a Suspected Concussion, someone from the remaining group of Participants will notify participant's emergency contact Emergency contact information must be carried on the Participant at all times.
  - a) Someone from the remaining group of Participants shall contact the Board of Directors at <a href="mailto:londoncyclingclubinfo@gmail.com">londoncyclingclubinfo@gmail.com</a> as soon as practical (e.g. immediately or at the conclusion of the ride), advising them of this incident.
- 7. If the Participant is unconscious initiate emergency action plan, call 911, and then:
  - a) If applicable, contact the Participant's emergency contact to inform them of the injury and that the Participant will be attended to by Emergency Medical Services.
  - b) Stay with the Participant until Emergency Medical Services arrives
- 8. <u>If the Participant is conscious</u> remove the Participant from the activity immediately and then:
  - a) Notify the Participant's emergency contact
  - b) Contact Emergency Medical Services (call 911) if additional medical support is required
  - c) Arrange for a ride home for the Participant
  - d) Reduce external stimulus (noise, other people, etc.)
  - e) Remain with the Participant until he or she can be taken home or until EMS arrives
  - f) Encourage the Participant to consult a physician or qualified health care professional

# **Return to Riding**

9. A Participant with a suspected concussion, even if the Participant was **not** unconscious, is strongly encouraged to follow the advice of a physician or qualified health care professional in regards to when they can return to cycling.

# **Medical Clearance**

10. A Participant with a suspected concussion, even if the Participant was **not** unconscious cannot participate in LCC sanctioned rides until they are cleared by their physician or qualified health care professional, and have provided the LCC with documentation stating this as such. The Participant with a suspected concussion shall email this correspondence to londoncyclingclubinfo@gmail.com



# **Non-Compliance**

11. Failure to abide by any of the guidelines and/or protocols contained within this policy may result in disciplinary action in accordance with the LCC's Discipline and Complaints Policy



#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "Individual" Those engaged in activities with the LCC including, but not limited to Riders and those serving on the Board of Directors of the LCC. This does not include 3rd party individuals who the LCC contacts for booking services or events, staff where the LCC holds events, etc.
  - b) "Rider" An Individual who has chosen to join the LCC, fully paid the yearly fees, reads and understands all documents, and is a member in good standing
  - c) "Directors" Those Individuals who were voted on or volunteered to be on the Board of Directors for the current calendar year.
  - d) "Personal Information" any information about an individual that the LCC collects when the Individual registers to become a member of the LCC (through the Canadian Cycling Network)

# Introduction

2. The LCC respects the privacy of Individuals. The Board of Directors of the LCC will go to all efforts to ensure personal information is not released to anyone or any group outside of the LCC without justification to and by the Board of Directors.

# Privacy as referenced in the LCC Bylaws

- 3. As it is written in section 10.04 of the LCC Bylaws, "The Corporation shall maintain a register of members of the Corporation and standing committee members showing their last known address."
  - a) Within the bylaws, "The Corporation" refers to the London Cycling Club (LCC)

# **Information Collected**

- 4. The LCC collects the following personal information from Individuals when they register to become a member of the LCC (through the Canadian Cycling Network):
  - a) First Name
  - b) Last Name
  - c) Gender
  - d) Date of Birth
  - e) Email
  - f) Address (street, city, country, postal)
  - g) Telephone Number
  - h) Emergency Contact Name
  - i) Emergency Contact Telephone Number
  - i) Emergency Contact Relationship
  - k) Medical Conditions or Allergies

# Information Access - Immediate

5. The following Individuals have immediate access to the information in Section 4:



- a) Membership Coordinator
- b) Communications Director

# **Information Access – Ride Coordinators**

 The Membership Coordinator will provide a list of Individuals with first and last names only to the Ride Coordinators for all LCC sanctioned rides, for the purpose of ensuring they are current members of the LCC and are eligible for OCA insurance coverage.

# **Information Access – Emergencies**

- 7. Individuals are encouraged to carry with them their Emergency Contact Name, Emergency Contact Telephone Number, Emergency Contact Relationship and Medical Conditions or Allergies, either on a tag or on their bike.
  - a) In the event that an Individual is in an accident but are conscious, they are encouraged to allow their Emergency information to be released such that another member can notify the emergency contact, as per section 8 of the Concussion Guidelines and Return to Compete Policy.
  - b) In the event a member is unconscious, EMS will be notified.

# **Communications**

- 8. The Membership Coordinator, Communications Director, and President will be provided a list of individuals for the Contact List.
  - a) The President will only be provided the names and email addresses
- 9. Individuals will only receive official LCC communications in the form of emails from the following two email addresses:
  - a) londoncyclingclubinfo@gmail.com
    - a. This email address is LCC's general account. The President uses this account for the purposes of contacting individuals in the event of an accident (e.g. as a witness) or any other specific communication needs such as discipline, appeals, and other pertinent information.
  - b) an email address chosen by the Communications Director
    - a. The Communications Director will use an email address for the purposes of sending communications emails with content related to the LCC's programs, events, fundraising, activities, and other pertinent information.
- 10. Please note that emails sent to the email address <a href="londoncyclingclubinfo@gmail.com">londoncyclingclubinfo@gmail.com</a> are automatically forwarded to the President, Vice President, Communications Director, and Webmaster.
  - This email address is the general email address for the LCC. The purpose of having more than one Board Member with email access is to ensure coverage to resolve any issues quickly.
  - b) Any confidential emails for the Presidents' attention should be marked as Confidential.

# **Information Collection Purposes**



11. The LCC will not pass personal information onto any other Individual or any other organization as per section 10.04 of the LCC's bylaws.

# **Ontario Cycling Association**

12. Notwithstanding the information above, so long as the LCC is an affiliated member of the Ontario Cycling Association (OCA), the OCA may have their own privacy policy and request information, which Individuals shall agree to when they join the LCC.

# **Facebook**

13. Notwithstanding the policies above, so long as the LCC has a page on Facebook, Individuals are expected to comply with all privacy and personal information requirements of Facebook.

# **Photography**

- 14. From time to time, Individuals or the Board of Directors may wish to take photos of the club's activities. These photos are sometimes posted on the LCC's website, Facebook page, or used in general promotions for the LCC.
  - a) Any Individual that wishes to take a photo with other Individuals in the photo is required to announce it to all other Individuals in advance.
  - b) Any Individual who does not wish to be in the photo shall announce it to all other Individuals, and take it upon themselves step aside such as not to be in the photo.
- 15. Should an existing photo be desired for use on LCC's website, social media or promotional material, written concurrence must be provided by all members in the photo prior to use.



#### **Definitions**

- 1. The following items have meanings within this Policy:
  - a) Member An Individual who has signed up for a Membership with the LCC through online registration

# **Purpose**

2. The purpose of this Policy is to describe the application, rights, conditions and obligations for membership within the LCC.

# **Scope and Application**

3. This policy applies to all Members as defined in the LCC's Bylaws.

# Interpretation

4. In the event that this Policy conflicts or contradicts the document entitled "By-Laws of the London Cycling Club", that document shall take precedence.

# **Membership Registration Availability**

5. LCC Membership registration is available from early March until the last LCC organized ride of the calendar year, typically in late October.

# **Membership Contact Duration**

- 6. At the time one becomes a member, they are on the LCC's contact list. Though formal membership ends after the last organized ride of the calendar year, Members will remain on the contact list until May 1<sup>st</sup> of the following year, or until they unsubscribe from LCC communications.
  - a) Previous years' members who have signed up prior to May 1<sup>st</sup> of the current year will automatically remain on the LCC's contract list unless they have unsubscribed themselves.
  - b) If a member wishes to be placed back on the contact list prior to May 1<sup>st</sup> of the following year, they must contact the Communications Director.

# **Membership Dues**

7. Membership dues are established annually and at the discretion of the LCC's Board of Directors, prior to registration.

# **Acceptance of Membership**

- 8. No Member will be accepted as a Member, unless:
  - a) The potential Member has made an application for membership in a manner prescribed by the LCC.
    - a. In doing so, the potential Member has agreed to comply with, and meets the requirements of the LCC's bylaws, policies, procedures, rules and regulations, as adopted and amended from time to time

- b) If, at the time of applying for membership the potential Member is a Member in Good Standing as defined in this Policy, unless approved otherwise by the Board.
- 9. Membership is not available after the last LCC organized ride of the calendar year.

# **Minimum Requirements for Registration**

10. Registration for the LCC is administrated by the Canadian Cycling Network (CCN) with help from the Ontario Cycling Association. Registration is online only. Potential Members must comply with the requirements as per the registration process to register for membership with the LCC.

# **Good Standing**

- 11. A Member of the LCC will be in good standing provided that the Member is not in arrears with regard to fees, fines, levies or subject to a Corporation sanction.
- 12. Members who cease to be in good standing may have privileges suspended and will not be entitled to vote at meetings of Members or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the Member has met the definition of good standing as set out above.

# **Membership Rights and Privileges**

- 13. Members in good standing are entitled to:
  - a) Participate in all LCC activities, including but not limited to: all LCC sanctioned rides, meetings, events, and the LCC's Facebook page.
  - b) Stand for election as a director of the Corporation or to vote at any annual or general meeting of members.

# Withdrawal and Termination of Membership

- 14. Membership in the LCC will terminate immediately upon:
  - a) The expiration of the Member's membership, noting section 6 above
  - b) Liquidation or Dissolution of the LCC
  - c) The Member no longer meets the definition of Member as defined in the LCC's Bylaws
  - d) The Member ceases to be in good standing by virtue of having had disciplinary sanctions imposed in accordance with the LCC's Bylaws and/or Code of Conduct and Ethics / Discipline and Complaints Policy
  - e) By Ordinary Resolution of the Board or of the Members at a duly called meeting, provided fifteen (15) days' notice is given and the Member is provided with reasons and the opportunity to be heard. Notice will set out the reasons for termination of membership and the member receiving the notice will be entitled to submit a written submission opposing the termination
  - f) The Member's death



#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "Criminal Record Check (CRC)" A search of the RCMP National Repository of Criminal Records to determine whether the individual has a criminal record
  - b) "Individual" Those engaged in activities with the LCC including, but not limited to Riders and those serving on the Board of Directors of the LCC. This does not include 3rd party individuals who the LCC contacts for booking services or events, staff where the LCC holds events, etc.
  - c) "Directors" Those Individuals who were voted on or volunteered to be on the Board of Directors for the current calendar year

# **Preamble**

2. The LCC understands that screening volunteers is a vital part of providing a safe sporting environment and has become a common practice among sport organizations that provide programs and services to the community.

# **Application of this Policy**

- 3. This Policy applies to all the individuals whose position with the LCC is one of trust or authority which may relate to, at a minimum, finances and supervision. Those individuals include the following:
  - a. Directors with financial signing authority under the LCC's bylaws, namely President, Vice President, Secretary, and Treasurer.
  - b. Directors with access to Individuals personal information, namely President, Membership Coordinator, and Communications Director.

# **Policy**

- 2. The positions noted above will be required to complete and provide a CRC prior to the first February 1<sup>st</sup> of their 2-year term
- 4. Failure to participate in the screening process as outlined in this policy will result in the individual's ineligibility for the position sought.
- 5. If a person referenced in section 4 subsequently receives a conviction for, or is found guilty of, an offense they will report this circumstance immediately to the LCC.

# **Screening Committee**

6. The implementation of this policy is the responsibility of the remaining members of the LCC's Board of Directors, whom shall make up the Screening Committee. Those members are responsible for reviewing all CRCs and, based on such reviews, making decisions regarding the appropriateness of individuals filling positions within the LCC. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk management consultants,



volunteer screening specialists, or any other person.

#### **How to Obtain a Criminal Record Check**

7. A CRC must be obtained from the residents' local police station. Fees may also be required and will be reimbursed by the LCC upon the submission of a legitimate receipt and volunteer expense form.

# **Procedure**

- 8. Unless the Screening Committee determines, on a case-by-case basis, to modify the submission requirements, individuals are required to submit a CRC as per item 4 of this policy
- 9. The Screening requirements defined in this policy will be submitted to the LCC in an envelope marked "Confidential", for review at the 1<sup>st</sup> Board Meeting after submission. Applications may also be reviewed by the Screening Committee through email conversation.
- 10. Individuals who do not undertake the screening requirements required by this policy will receive a notice to that effect and will be informed that they are ineligible for their position until such time as the screening requirements are followed.
- 11. Following the review of documents for offenses, the Screening Committee will decide whether the individual is suitable for the position or not.

#### Offenses

12. Provided a pardon has not been granted, any offense found in the CRC automatically disqualifies the individual from the position applied for. In the case of Directors, the individual may still occupy a seat on the Board of Directors, but not as President, Vice President, Secretary, Treasurer, Membership Coordinator, and Communications Director for the remainder of the Board's term.

# Records

- 13. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, or for use in legal, quasi-legal, or disciplinary proceedings.
- 14. The records kept by the LCC as part of the screening process include but are not limited to:
  - a) An individual's Criminal Record Check (for a period of two years)
  - b) Records of any discipline applied to any individual by the LCC or by the Ontario Cycling Association