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18.1 Appendix 1 to PRASC Harassment Policy

1. PRASC Fees

Swimming fees shall be approved annually by the general membership.

Families with three or more swimmers will receive a 50% discount off the lowest monthly fee

Approved February 1, 2005, PRASC Executive

2. PRASC Accounts

Swimmer's registration to Swim BC must be paid in full by September 30th. If registration is not paid in full by that date, the swimmer will not be permitted to swim with the Club.

Swimming and other charges (e.g. travel, bathing suits, cap, and equipment) will be billed to the members' and payable in full upon receipt.

Credit to a swimmer's account with the Club for any absences in excess of 2 consecutive weeks will be given only with:

- *Advance written notice to the registrar, OR

- *Receipt of a medical note

All accounts are due and payable at the end of each calendar month. Members with accounts outstanding of 45 days or longer will be contacted by email notifying them of the outstanding account, requesting payment and giving notice that their membership will be terminated if payment is not received. If the account is not paid in full by two weeks from the date of contact, a letter will be sent to the member by registered mail, informing them that their membership will be terminated if the account is not paid in full by two weeks from the date of the letter. If the account is not paid in full by the date requested, membership will be terminated and the swimmer will not be permitted in the water with the Club.

Swimmer's registration will not be accepted if that swimmer has an outstanding PRASC account. PRASC membership will be renewed and registration accepted when the swimmer's outstanding account is paid in full.

A service charge will be applied to a member's account for a returned cheque due to non-sufficient funds.

A member may not pay by cheque, where that member has paid on two separate occasions with cheques that were both returned due to non-sufficient funds.

Approved February 1, 2005, PRASC Executive

Amended June 27, 2005, PRASC Executive

Amended December 6, 2005, PRASC Executive

Amended September 7,2006, PRASC Executive

Amended May 18,2018, PRASC Executive

3. PRASC Spending Authority

The President, Vice President and Treasurer may approve expenditures of less than \$100.00

Expenditures in excess of \$100.00 require prior approval by the board.

Expenditures in excess of \$3500.00 require prior approval by the general membership.

Approved February 1,2005, PRASC Executive

4. RCMP Criminal Record Information

Any individual that coaches, is a board member or chaperones PRASC swimmers must consent to the disclosure of a Criminal Record Information by the RCMP to PRASC.

Criminal Record Information for coaches, board members and chaperones will be required annually, preferably at the beginning of each season in September.

PRASC will pay for the cost of obtaining Criminal Record Information for coaches.

All information will be kept strictly confidential and securely stored in PRASC's possession.

Approved February 1,2005, PRASC Executive

Amended May 11, 2021, PRASC Executive

5. PRASC Mental Training

PRASC may contract with a certified professional to provide training to swimmers.

Approved February 1,2005, PRASC Executive

6. PRASC Physiotherapy Services

PRASC may contract with a registered physiotherapist to provide services to swimmers.

Approved February 1, 2005, PRASC Executive

7. PRASC Code of Conduct

The following Code of conduct shall apply to every swimmer at all PRASC activities and shall be signed by each swimmer and their parent/guardian at the annual registration.

- I will be respectful toward coaches, chaperones, teammates, officials and parents at all times. I will not use foul language.
- I will be polite and treat others the same way I would like to be treated.
- I will conduct myself in a safe and responsible manner at all times. I will not horseplay or litter.
- I will listen intently when coaches or chaperones require my attention.

The following code of Conduct shall apply to all swimmers during swim meets and shall be signed by each swimmer and their parent/guardian at the annual registration.

- I will abide by a 10:00pm curfew and the coach's recommendation of a minimum (preference 10) hours of sleep during swim meets.
- I will be on deck 15 minutes before warm-ups
- I will wear a team swim suit and cap
- I will wear a PRASC Rapids swim cap and t-shirt when attending a meet as a PRASC Rapids swimmer
- I will not leave the pool facility without permission from both the coach and the chaperone
- I will make nutritional and healthy choices regarding food intake during swim meets
- I will not engage in hair dying, body/ear piercing or permanent tattooing without my parent/guardian's attendance

Failure to comply with the Code of Conduct will result in an "Incident/Discipline Report" being written and possible disciplinary action taken against the swimmer, in accordance with PRASC Discipline policy.

All information pertaining to Incident/discipline reports and action taken against a swimmer will be kept strictly confidential and securely stored in PRASC's possession for the duration of the swimmer's tenure with the club, up to 10 years.

Approved February 1,2005, PRASC Executive

Amended May 15,2018, PRASC Executive

8. PRASC Discipline Committee

The PRASC Discipline Committee shall consist of the President, one other executive member and the Head Coach.

The President shall convene the Discipline Committee.

The discipline Committee members and the individuals directly involved in the subject incident shall be present.

The Discipline Committee's decision shall be binding until further decision.

An appeal of the committee's decision can be made to the PRASC Board of Directors within 48 hours of the decision being made. The Board shall convene a meeting within seven (7) days from the date of the appeal.

Approved February 1, 2005, PRASC Executive

9. PRASC Swim Meets

The Head Coach will provide swimmers and their parents/guardians, at the beginning of each swim season in September, a list of all swim meets for the year in which PRASC intends to participate.

Each swimmer will be informed by the Travel Coordinator, or designate, of each in-region and out-of-region swim meet in which PRASC intends to participate, as soon as practically possible, and will be provided the date, location, method of travel, billet information, and approximate cost to the swimmer of the individual meet.

The swimmer's parent/guardian will be requested to confirm with the Travel Coordinator, or designate, attendance at the meet by a certain date.

Where a swimmer confirms attendance and subsequently cancels, within (7) days of departure, that swimmer will be responsible for paying the Club the costs as if they attended the swim meet; charges from the swim meet will not be refunded, at the discretion of the Travel Coordinator and President.

In addition to adhering to the Code of Conduct, swimmers will also comply with the following guidelines:

- Will not remove towels from hotel rooms
- Will keep hotel rooms neat, to the chaperone's discretion
- May rent movies but must pay cash at the time of rental and the movie must be chaperoned approved
- Will not horseplay, including jumping on or between beds, in hotel rooms

Approved June 6, 2006, PRASC Executive

Approved May 15, 2018, PRASC Executive

Amended May 11, 2021, PRASC Executive

9.1 Regional Meets

Each swimmer must return a signed travel consent form with payment prior to departing for an out-of-town swim meet or activity. Swimmers who do hand in a signed form with payment will not travel with the team or participate in the meet.

In-region competitions (including Prince George) will have a fixed flat fee, while out of region competition costs will vary depending on the destination. Travel will be by bus or other cost-effective

means during winter months or when road conditions make travel by private vehicles unsafe. All swimmers must travel with the team unless prior arrangements are made.

The total amount for swimmer attending a regional meet will be paid before the swimmer departs for the swim meet.

Each swimmer is responsible for their own finances while travelling to swim meets and is required to have sufficient funds for meals and other expenses.

Coach's costs during a swim meet will be covered in full by the Club.

Chaperones will be responsible for providing deck food for swimmers and coaches during meets. PRASC will pay for deck food at a predetermined rate per swimmer.

There must be a sufficient number of swimmers travelling to regional meets to make attendance economically feasible.

Parents may travel with the swimmers on a rented bus, space provided, for a fee.

Swimmers may be billeted in pairs with families from the host team. NO swimmer will be billeted alone unless prior authorization is obtained from the parent/guardian and arrangements are made prior to departure.

Coach/swimmer ratio for regional meets shall be 1:20; 2:21+ (depending on availability)

- When 30 to 40 swimmers attend a regional meet, a third coach may attend.
- When 40 or more swimmers attend a regional meet, 3 coaches shall attend.

Chaperone/swimmer ratio for regional meets will be a minimum of 1:14; 2:15+ and that this ratio may be altered where circumstances warrant.

A per diem of \$42.00 per day will be paid out to the chaperone(s).

Approved April 5, 2005, PRASC Executive

Amended January 3, 2006, PRASC Executive

Approved March 10, 2011, PRASC Executive

Approved February 19, 2013, PRASC Executive

Approved May 15, 2018, PRASC Executive

9.2 Ribbons at Regional Meets

PRASC will give ribbons to swimmers for Individual Best Time, Pool Record, and 1st, 2nd, and 3rd place for relays.

Approved April 5, 2005, PRASC Executive

9.3 Out-of-Region Meets

The Head Coach will travel with 1 or more swimmers to all provincial level meets including Tier I and Tier II.

Note: The Head Coach travelling with PRASC swimmers to provincial meets may or may not be the PRASC head coach. The head coach attending the provincial meet will be one of our Regional coaches.

If this is the case the swimmers travelling to provincial meet will equally share the cost of the head coach.

The Head coach will travel with 1 or more swimmers to National meets, given adequate funding.

Approved April 5, 2005, PRASC Executive

Approved March 10, 2011, PRASC Executive

Approved May 15, 2018, PRASXC Executive

9.4 PRASC Chaperones

Chaperones are responsible for all swimmers at all times while travelling to and from a swim meet and during the swim meet.

The Travel Coordinator will supply Chaperones with the list of swimmers, coaches, and parents travelling to a swim meet.

The Travel Coordinator will supply Chaperones with medical forms for each swimmer indicating allergies and other medical information.

Chaperones will ensure that all swimmers, coaches and parents listed to travel are present prior to departure and before departing after each "pit stop"

Chaperones will be paid a \$42.00 per diem, per day, during out of town meets.

Chaperones will review the Code of Conduct with swimmers prior to departure of each out-of-town swim meet. Chaperones will ensure that swimmers adhere to the PRASC Code of Conduct while travelling to and from a swim meet and during the swim meet.

Chaperones will provide each swimmer with the location and telephone numbers of the chaperones during out-of-town meets.

Chaperones will be accessible throughout the swim meet and provide billeting families with a contact telephone number.

Chaperones' hotel costs while attending a swim meet will be paid for by the Club. It is expected that chaperones of the same sex will share hotel rooms while at swim meets and when a chaperone chooses not to share a room, that chaperone may be responsible for paying the additional hotel cost.

Chaperones will be reimbursed for the cost of providing nutritious snacks for swimmers during the swim meet at a cost of up to \$5.00 per swimmer, per session.

Chaperones will only lend money to swimmers if parental approval is obtained or in an emergency, for swimmer's food costs. The swimmer will reimburse the chaperone immediately upon return to Prince Rupert.

Chaperones will be at the pool 15 minutes prior to warm-ups each day and during the course of the day until all swimmers are turned over to their billet assignments or their parent/guardian.

Chaperones will ensure that swimmers will remain in their designated area at the swim meet, that swimmers keep their area clean and tidy and that swimmers respect the host club pool rules.

Chaperones will know of swimmers' whereabouts at all times. When a problem arises, chaperones will immediately notify the coach and corrective action may be taken.

Chaperones will complete a Discipline/Incident report as necessary and notify the Discipline Committee upon return to Prince Rupert.

Each swimmer must report to the chaperone prior to leaving the pool, even if the swimmers' parent is in attendance. Swimmers who are 12 years and older may leave the pool facility to eat with a "buddy" but must report to the chaperone prior to leaving, indicating their return time. Swimmers under 12 years of age must be accompanied by an adult supervisor if they leave the pool facility for eating.

Chaperones will do a sweep of the pool, change area and transport to ensure PRASC or RAPID items are not left behind at a swim meet facility.

Chaperones will enforce the swimmers' curfew.

Chaperones will select age-appropriate movies, restaurants, and activities while on swim meet trips.

Chaperones will allocate hotel rooms, when swimmers are not billeted, and will inform the hotel desk staff who is in which room. (which swimmers will share a hotel room is decided by the Travel Coordinator before swimmers leave Prince Rupert)

Chaperones will inform the hotel staff as to which privileges can be extended to which rooms including movie rentals, pay television, video games, and long distance telephone charges.

Chaperones will notify the Travel coordinator if the estimated time of arrival to Prince Rupert varies from the predetermined arrival time. The Travel Coordinator will send an email or text notifying parents/guardians of changes in the predetermined arrival time.

In the event that a parent/guardian is unable to pick up their child, they may designate a person, prior to departure, and notify the chaperone accordingly.

Each swimmer must be turned over to his/her parent/guardian or designated person. No swimmer will be turned over to a person unknown to the chaperone or left at the pool on their own.

Chaperones will take a swimmer home in the event that a parent/guardian or designated person does pick up them. The Chaperone will then contact the Travel Coordinator.

Approved April 5, 2005, PRASC Executive

Approved March 10, 2011, PRASC Executive

Approved May 15, 2018, PRASC Executive

Amended May 11, 2021, PRASC Executive

9.5 PRASC Billeting

Swimmers will be billeted in pairs. No swimmer will be billeted alone unless prior authorization is obtained from the parent/guardian and arrangements are made prior to departure.

The Travel Coordinator will provide the Chaperone with a list of each billeting family, their assignments, addresses and their telephone number. If a chaperone is not given such a list they are to contact the Travel Coordinator to get the list.

In the event that a swimmer does not have a billeting partner, the chaperone will take the swimmer to his/her hotel room and contact the Travel Coordinator by telephone for further instructions.

Approved April 5, 2005, PRASC Executive

Amended May 12, 2021, PRASC Executive

10. PRASC Coaching Staff

PRASC will employ a full-time Head Swim Coach, an assistant head coach and assistant coaches as needed.

The Head Coach shall receive a financial bonus, to be defined in contract, for each registered swimmer.

Assistant coaches will be working toward, or have obtained certification by the National Coaching certification Program (NCCP), minimum level 1 and will have safety and swimming-related qualifications.

PRASC will reimburse an assistant coach for registration costs of NCCP and NLS certification, where all of the following conditions are met:

1. The assistant coach makes a written request to the head coach, with a copy to the Executive, to obtain certification, and
2. Prior authorization is given to the assistant coach to proceed with registration, and
3. A copy of the registration receipt is submitted to PRASC, and
4. The assistant coach obtains certification, and
5. The assistant coach continues to be a member of the PRASC coaching staff for a minimum of one year following certification.

PRASC will retain the written request and attach it to the registration receipt to issue payment to the assistant coach on the first anniversary of obtaining NCCP or NLS certification.

Approved May 3, 2005, PRASC Executive

Amended May 2, 2006, PRASC Executive

Amended June 6, 2006, PRASC Executive

11. PRASC Swimmer Evaluation

Coaches will provide evaluation reports for swimmers in Level 3 and below in accordance with the Head coaches contract.

Coaches will move swimmers as deemed appropriate and not at specific times.

Approved May 3, 2005, PRASC Executive

Approved March 10, 2011, PRASC Executive

Approved May 15, 2018, PRAZSC Executive

12. PRASC Colours

PRASC colours will be dark blue and white.

Approved May 3, 2005, PRASC Executive

13. PRASC Clothing/Equipment Service

PRASC offers a competitive clothing/equipment ordering service, coordinated by a PRASC volunteer. A catalogue is available and orders may be made throughout the year. Merchandise samples and a supply for sale are available at registration in September.

Caps, goggles, swimsuits and all other items must be paid for once item has arrived.

All orders are handled through the PRASC Clothing Coordinator. The clothing Coordinator will maintain records of all orders made, received and delivered, and all associated costs with all orders. The clothing Coordinator will approve all invoices from the suppliers and submit for payment by PRASC. The Coordinator will notify members when their order is received to arrange pick up.

The Clothing Coordinator will notify the accounts manager of all orders placed by members, and total charges. The member is responsible for maintaining their account in good standing. If the account is outstanding, PRASC Accounts Policy will be applied, ultimately resulting in termination of membership.

Return of ordered merchandise is discouraged. If a member must return an ordered item, a *Merchandise Return Form* is completed by the clothing coordinator with the returned item(s). The member's account will be credited for the amount charged for the order.

Approved September 7, 2006, PRASC Executive

Amended April 12, 2007, PRASC Executive

Approved March 10, 2011, PRASC Executive

Approved May 15, 2018, PRASC Executive

14. PRASC Volunteerism

PRASC members will be expected to volunteer in Club activities, including but not limited to helping with the following committees:

- Advertising
- Awards
- Billeting
- Bulletin Board
- Gaming
- Discipline
- Director of Officials
- Fundraising
- Accounts Manager
- Meet Manager
- Newsletter
- Publicity and Travel
- Travel Coordinator
- Records
- Telephoning
- Food Service
- Chaperone
- Mini-meets
- Social Events
- Clothing

And with in-town meets as referee, chief timer, starter, timer, judge of turn, judge of stroke, clerk of course, marshal, timing system operator, computer input operator, runner, or deck food provider.

Approved May 3, 2005, PRASC Executive

Amended June 7, 2007, PRASC Executive

15. PRASC Fundraising Credits

Swimming is an expensive sport. Approximately 50% of PRASC's annual revenue comes from members' fees. The remaining revenue is generated through fundraising activities, including gaming. PRASC's previous Bingo affiliation (valid to June 2010) has been eliminated by BC Gaming. This affiliation used to provide approximately 35% of the total income. However, due to the uncertainty of future gaming revenue, PRASC must be in a position to cover all expenses should there be a season without gaming support. As such, PRASC has revised its fundraising plan to incorporate a fundraising levy system.

All swimmers will be assessed an annual fundraising levy, with the exception of those Masters swimmers who pay drop-in fee or a monthly fee. Fundraising activities are organized throughout the year (refer to "Year at a Glance") and coordinated by PRASC volunteers. If you have ideas or suggestions about fundraising, or would like to help, please contact the Fundraising Coordinator.

The levy system gives swimmers and parents the choice of fundraising or paying the levies directly. Participation in fundraisers will be used to offset your fundraising levies as the profit from the fundraisers will be applied to participating swimmer's levies.

The philosophy behind PRASC's levy system is to:

- Ensure that PRASC has guaranteed income regardless of participation in or success of fundraiser;
- More equitable way of crediting participation in fundraisers'
- Keep costs down for individuals by offering many opportunities to offset expenses;
- Promote team spirit and commitment;
- Provide opportunity for social interaction and friendship; and
- Have all swimmers participate equally in fundraising

Funds raised are used to (but not limited to):

- Subsidize travel within the region;
- Pool rental
- Cover coaches' wages;
- Cover coaches' and chaperones' travel, hotel and per diem costs; and
- Purchase equipment

Each member is expected to offset their levy through fundraising or their credit card will be charged or cheque cashed. If a swimmer offsets more than their assessed levy, the overage may be applied to travel fees. Overpayment cannot be applied to membership dues, nor can they be refunded.

Special offer will also apply to families with 3 or more age group swimmers. The swimmer with the lowest fundraising levy will only be assessed at 50%. As with membership dues, this does not apply to Masters' swimmers.

Each swimmer is required to provide either post-dated cheques or a credit card on file for their pre-determined levies per swimmer at the time of registration.

The cheques will be returned to the member if that member leaves the Club within one (1) month of registration; or:

- The levy deposit per swimmer will be returned, or ripped up, to the member when that member offsets their levy by the due date, or;
- If that member leaves the Club on or before January 1st they will have 2nd and 3rd deposit cheques returned, or;
- If that member leaves the Club on or before April 1st they will have their 3rd deposit cheque returned.

Where the required levies have not been offset by a member by December 15th, March 15th, and June 15th, the member's cheque will be cashed or credit card charged.

All fundraising activities, are vetted through the Fundraising Coordinator. Members are not permitted to fundraise on behalf of the club without permission from PRASC and the Fundraising Coordinator.

Approved November 2, 2004, PRASC Executive

Amended December 6, 2005, PRASC Executive

Amended January 3, 2006, PRASC Executive

Amended June 7, 2007, PRASC Executive

Amended May 14, 2008, PRASC Executive

Amended January 7, 2009, PRASC Executive

Amended June 3, 2009, PRASC Executive

Approved March 10, 2011, PRASC Executive

Approved May 15, 2018, PRASC Executive

Amended May 11, 2021, PRASC Executive

16. PRASC MasterCard Policy

PRASC will endeavor to keep out-of-pocket expenses by our Head Coach to a minimum. To this end, the Head Coach will be provided with the Northern Savings Credit Union MasterCard, with a limit of \$2000.00 to be used for the benefit of PRASC when travelling. It may be used for the following:

- a) Head Coach's use during travel for the following expenses: taxi fare, ferry charges, airport levies and unforeseen events
- b) Booking of hotels, airline flights, and car rentals by the Travel Coordinator.

All MasterCard receipts are to be turned into the treasurer within one week of the purchase(s).

Any and all other purchases that are made for the benefit of PRASC will be paid by cheque.

The MasterCard number will be known by the Head Coach, Travel Coordinator and Treasurer.

The MasterCard is limited to the use of PRASC-related functions.

Although the MasterCard is in the name of the Head Coach, it remains the property of PRASC. The MasterCard will be returned upon request from the Board or upon the resignation/termination of employment.

Misuse of the MasterCard by the Head Coach or a board member will result in immediate suspension/cancellation of the card. The Board of directors will be notified. A disciplinary hearing will be set. Termination of employment/dismissal of board member may result upon the findings of the disciplinary hearing.

Approved March 2, 2004, PRASC Executive

Amended May 15, 2018, PRASC Executive

17. PRASC Personal Information Protection Policy

At the Prince Rupert Amateur Swim Club (hereafter referred to as "PRASC"), we are committed to providing our members with exceptional service. As providing this service involves collection, use and disclosure of some personal information about our members, protecting their personal information is one of our highest priorities.

While we have always respected our members' privacy and safeguarded their personal information, we have strengthened our commitment to protecting personal information as a result of British Columbia's

Personal Information Protection Act (PIPA). PIPA, which came into effect on January 1, 2004, sets out the ground rules for how B.C. businesses and not-for-profit organizations may collect, use and disclose personal information.

We will inform our members of why and how we collect, use and disclose their personal information, obtain their consent where required, and only handle their personal information in a manner that a reasonable person would consider appropriate in the circumstances.

This Personal Information Protection Policy, in compliance with PIPA, outlines the principles and practices we will follow in protecting members' personal information. Our privacy commitment includes ensuring the accuracy, confidentiality, and security of our members' personal information and allowing our members to request access to, and correction of, their personal information.

Definitions for Personal Information Protection Policy

Personal Information- means information about an identifiable individual, for example, including name, age, home address and phone number, e-mail address, gender, citizenship, medical information, and employment information. Personal information does not include contact information (described below).

Contact Information- means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business e-mail or business fax number. Contact information is not covered by this policy or PIPA.

Privacy officer- means the individual designated responsibility for ensuring that PRASC complies with this policy and PIPA.

Policy 1 – Collecting Personal Information

1.1 Unless the purposes for collecting personal information are obvious and the member voluntarily provides his or her personal information for those purposes, we will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.

1.2 We will only collect member information that is necessary to fulfill the following purposes:

- To verify identity;
- To identify member preferences;
- To open and manage a registration database;
- To deliver requested products and services;
- To guarantee a travel or hotel reservation;
- To send out association membership information;
- To contact our members for fundraising;
- To ensure a high standard of service to our members; and
- To meet regulatory requirements

Policy 2 – Consent

2.1 We will obtain member consent to collect, use or disclose personal information (except where, as noted below, we are authorized to do so without consent).

2.2 Consent can be provided orally, in writing, electronically, through an authorized representative or it can be implied where the purpose for collecting using or disclosing the personal information would be considered obvious and the member voluntarily provides personal information for that purpose.

2.3 Consent may also be implied where a member is given notice and a reasonable opportunity to opt-out of his or her personal information being used for mail-outs, fundraising, registration, other swimming related business and the member does not opt-out.

2.4 Subject to certain exceptions (e.g., personal information is necessary to provide the service or product, or withdrawal of consent would frustrate the performance of a legal obligation), members can withhold or withdraw their consent for PRASC to use their personal information in certain ways. A members' decision to withhold or withdraw their consent to certain uses of personal information may restrict our ability to provide a particular service or product. If so, we will explain the situation to assist the member in making the decision.

2.5 We may collect, use or disclose personal information without the member's knowledge or consent in the following limited circumstances:

- * When the collection, use or disclosure of personal information is permitted or required by law;
- * In an emergency that threatens an individual's life, health, or personal security;
- * When the personal information is available from a public source (e.g., a telephone directory);
- * When we require legal advice from a lawyer;
- * For the purposes of collecting a debt; and
- * To protect ourselves from fraud.

Policy 3 – Using and Disclosing Personal Information

3.1 We will only use or disclose member personal information where necessary to fulfill the purposes identified at the time of collection or for a purpose reasonably related to those purposes such as:

- * To conduct member surveys in order to enhance the provision of our services;
- * To contact our members directly about products and services that may be of interest.

3.2 We will not use or disclose member personal information for any additional purpose unless we obtain consent to do so.

3.3 We will not sell member lists or personal information to other parties unless we have consent to do so.

Policy 4 – Retaining Personal Information

- 1.1 If we use member personal information to make a decision that directly affects the member, we will retain that personal information for at least one year so that the member has a reasonable opportunity to request access to it.
- 1.2 Subject to policy 4.1, we will retain member personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.

Policy 5 – Ensuring Accuracy of Personal Information

- 5.1 We will make reasonable efforts to ensure that member personal information is accurate and complete where it may be used to make a decision about the member or disclosed to another organization.
- 5.2 Members may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought.
- 5.3 If the personal information is demonstrated to be inaccurate or incomplete, we will correct the information as required and send the corrected information to any organization to which we disclosed the personal information in the previous year. If the correction is not made, we will note the members' correction request in the file.

Policy 6 – Securing Personal Information

- 6.1 We are committed to ensuring the security of member personal information in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.
- 6.2 The following security measures will be followed to ensure that member personal information is appropriately protected: locked filing cabinets; physically securing offices where personal information is held; the use of user IDs' passwords, encryption, firewalls; restricting employee access to personal information as appropriate (i.e., only those that need to know will have access; contractually requiring any service providers to provide comparable security measures).
- 6.3 We will use appropriate security measures when destroying member's personal information such as shredding documents and deleting electronically stored information.
- 6.4 We will continually review and update our security policies and controls as technology changes to ensure ongoing personal information security.

Policy 7 – Providing members Access to Personal Information

- 7.1 Members in good standing have a right to access their personal information, subject to limited exceptions such as solicitor-client privilege, disclosure would reveal personal information about another individual, health and safety concerns.
- 7.2 A request to access personal information must be made in writing and provide sufficient detail to identify the personal information being sought.

7.3 Upon request, we will also tell members how we use their personal information and to whom it has been disclosed if applicable.

7.4 We will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request.

7.5 A minimal fee may be charged for providing access to personal information. Where a fee may apply, we will inform the member of the cost and request further direction from the member on whether or not we should proceed with the request.

7.6 If a request is refused in full or in part, we will notify the member in writing, providing the reasons for refusal and the recourse available to the member.

Policy 8- Questions and Complaints: The Role of the Privacy Officer or designated Individual

8.1 The Privacy Officer is responsible for ensuring PRASC's compliance with this policy and the *Personal Information Protection Act*.

8.2 Members should direct any complaints, concerns or questions regarding PRASC's compliance in writing to the Privacy Officer. If the Privacy Officer is unable to resolve the concern, the member may also write to the Information and Privacy Commissioner of British Columbia.

Contact Information for PRASC's Privacy Officer

PRASC Privacy Officer

PRASC President

P.O. Box 603

Prince Rupert, BC

V8J 3R5

(250)624-8023

Approved March 1, 2005, PRASC Executive

Amended March 11, 2009, PRASC Executive

PRASC Harassment Policy

1.0 Introduction

1.1 The purpose of this policy is to provide guidelines for dealing with discrimination and/or harassment complaints in an effective and timely manner, and to provide a procedure for review and resolution.

1.2 In addition to the procedure available under this policy, every person who experiences discrimination or harassment has the right to:

- a) File a complaint with the BC Human Rights Commission if the alleged behaviour falls within the definition of discrimination under the BC Human Rights Code; (see s. 2.7 for definition),

- b) File a complaint with the police and/or other appropriate authorities if the alleged behavior constitutes criminal activity (i.e., abuse, stalking, etc.), and
 - c) To pursue private proceeding in civil court.
- 1.3 If a complainant initiates proceedings under the BC Human Rights Code with respect to the same incident(s), which is the subject matter of a complaint under this policy, the complainant shall be deemed to have withdrawn the complaint filed under this policy and the process under this policy will cease.
- 1.4 If a person proceeds with a complaint under this policy, the complaint will be resolved either informally, with the assistance of the PRASC President, or formally through the Discipline Committee and Executive.
- 1.5 If Abuse (defined in s. 2.1) of a child is suspected or disclosed, reporting to the appropriate authorities is mandatory. It should be reported to the police and/or the Child Protection Branch of the Ministry of Children and Family Development.

2.0 Definitions

- 2.1 **Abuse:** Abuse can be physical, emotional or sexual.
 - a) Physical Abuse – using physical force or actions that result, or could result, in injury.
 - b) Emotional Abuse – a pattern of hurting an individual’s feelings to the point of damaging their self-respect. It includes verbal attacks on the individual, insults, humiliation or rejection.
 - c) Sexual Abuse – using an individual for sexual stimulation or gratification unless, in the case of an adult, that individual consents.
- 2.2 **Executive:** The Executive of the Prince Rupert Amateur Swim Club.
- 2.3 **Complaint:** A written statement made by a Complainant seeking recourse pursuant to this policy
- 2.4 **Complainant:** Individual(s) making a complaint.
- 2.5 **Discipline Committee:** A committee of individuals established by the PRASC Executive.
- 2.6 **Harassment:** Any behavior that satisfies one or more of the following definitions of harassment
 - a) Personal Harassment: behavior, including communication, conduct or gesture, which:
 - i. Is insulting, intimidating, humiliating, hurtful, malicious, degrading, or otherwise offensive to an individual or group of individuals(including a statement with respect to a Prohibited Ground or otherwise); and
 - ii. Would be considered by a reasonable person to create an intimidating, humiliating or uncomfortable work or sport-related environment.
 - b) Sexual Harassment: behavior involving unwelcome sexual advances, requests for sexual favours or other communication (verbal or written) or physical conduct of a sexual nature when:
 - i. Such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offense or
 - ii. Humiliation to another person or group; or
 - iii. Submission to such conduct is made, implicitly or explicitly, a condition of employment or participation in a sport related activity; or

- iv. Submission to or rejection of such conduct is used as a basis for any employment or sport-related decision; or
 - v. Such conduct has the purpose or the effect of interfering with a person's work or sport performance or of creating an intimidating, hostile or offensive work or sport environment.
- c) **Retaliation:** Acts of retaliation (as defined below in s. 2.11).
Types of behavior that may constitute Harassment include, but are not limited to:
- Written or verbal abuse or threats;
 - Physical assault;
 - Unwelcome remarks, jokes, innuendoes, or taunting about a person's body, sexual orientation, attire, age, marital status, ethnic or racial origin, or religion;
 - Displaying of racist or other offensive or derogatory material, racial, ethnic or religious graffiti; practical jokes which cause awkwardness or embarrassment, endangering a person's safety or negatively affecting performance;
 - Hazing or initiation rites;
 - Obscene gestures;
 - Intimidation;
 - Behavior which undermines self-respect or adversely affects performance or working conditions;
 - False accusations of harassment motivated by malice or mischief, and meant to cause other harm.
- 2.7 **Prohibited Ground:** The BC Human rights Code provides that no person shall discriminate against another person with respect to, among other things, **employment, publications, accommodation, service, and facilities** on any of the following grounds (the "Prohibited Grounds"): *race/ colour/ ancestry/ place of origin/ political beliefs/ marital status/ conviction for an offence unrelated to employment/ physical disability/ mental disability/ sex/ age/ sexual orientation/ family status/ religion*
- 2.8 **Reasonable Person Standard:** In relation to a determination of Harassment under this policy, an assessment of responsibility that takes into account not only what the Complainant and Respondent actually experienced, knew, or understood about one another or the situation, but also what a reasonable person in each of their circumstances would or ought to have experienced, known, or understood.
- 2.9 **Respondent:** The alleged offender.
- 2.10 **Responsible Adult:** Where the Complainant or the Respondent is a minor (under 19), or otherwise unable to speak for himself or herself, a parent, guardian, or other adult of the person's choice who may speak on behalf of the Complainant or Respondent.
- 2.11 **Retaliation:** Any action taken against an individual in retaliation for:
- a) Having initiated this policy on behalf of himself/herself or another individual;
 - b) Having participated or cooperated in any investigation under this policy; or
 - c) Having associated with anyone who has invoked this policy or participated in an investigation.

3.0 Statement of Principles

- 3.1 PRASC does not tolerate harassment in connection with any of its internal or external business, sport or related activities.

- 3.2 PRASC is committed to providing an environment in which all individuals are treated with respect and dignity. Each individual has the right to participate and work in an environment that promotes equal opportunities and prohibits discriminatory practices.
- 3.3 This policy applies to all employees, directors, volunteers, coaches, athletes, officials, members and persons with an employment contractual relationship with PRASC.
- 3.4 For the purposes of this policy, Harassment may occur:
- a) At sporting events, competitions or training sessions;
 - b) At the office
 - c) At office or sport-related social functions
 - d) At PRASC's business or sport functions, such as meetings, conferences, training sessions, and workshops;
 - e) During work- or sport-related travel;
 - f) Via the telephone, electronic and/or other telecommunication devices; or
 - g) Elsewhere if the person harassed is there as a result of work- or sport-related responsibilities or a work- or sport-related relationship.
- 3.5 The procedure followed under this policy shall adhere to the process of natural justice, which means that:
- a) The Respondent and Complainant will be advised of the provisions of this policy;
 - b) The Respondent and Complainant will be given an opportunity to present evidence in support of his/her position and to defend himself/herself against allegations of Harassment;
 - c) The issues will be clearly and concisely stated so that the Respondent is aware of the allegations;
 - d) The Respondent and Complainant will have the right to be represented at any stage of the process at their own expense; and
 - e) The decision-makers have a duty to listen fairly to both sides and to reach a decision untainted by bias.
- 3.6 Disciplined training is an indispensable part of high performance sport and should not be confused with discrimination or harassment. However, it is of vital importance that those in authority:
- a) Set and communicate performance and training standards to all participants;
 - b) Ensure that training involving touching or physical contact occurs in an appropriate setting and only after informed consent, where practicable, has been sought and received;
 - c) Are consistent and non-harassing when taking any corrective or punitive action;
 - d) Use non-harassing terminology; address individuals by name and avoid the use of derogatory, slang or offensive terms; and
 - e) Refer to and follow PRASC's Codes of Conduct accurately.
- 3.7 In the interest of all parties concerned, the resolution of the Complaint under this policy (including an appeal) should proceed as expeditiously as possible within the specified time limits. However, failure to meet the specified time limits will not invalidate the Complaint process.

- 3.8 Employees or members of PRASC against whom a complaint of Harassment is substantiated may be severely disciplined, up to and including employment dismissal or termination of membership.

4.0 Confidentiality

- 4.1 Subject to any limits or disclosure requirement imposed by law or required by this policy, any and all information, oral and written, created, gathered, received or compiled through the course of processing a Complaint is to be treated as confidential by both the Respondent and Complainant, their representatives, witnesses and all persons dealing with the Complaint pursuant to this policy.

5.0 Complaint Procedure

- 5.1 A Complainant is encouraged to make it known to the Respondent that the behavior is unwelcome, offensive, and contrary to this policy.
- 5.2 A Complaint is initiated under this policy by delivering a written statement to the President seeking resource under this policy.
- 5.3 The President, or his or her delegate, must document the Complaint(s).
- 5.4 The President may determine whether the parties are capable of meeting with him/her, independent of the Discipline committee, for resolution.
- 5.5 Where the Complaint is not resolved pursuant to s.5.4 of this policy, the President, or his or her delegate, will present the documentation to the Discipline Committee for discussion, determination of a course of action and recommendation for resolution to the Executive.
- 5.6 The Executive or Discipline Committee may conduct private meetings with all involved, either in-person or by telephone, and the hearing of the complaint may consist of an in-person meeting, telephone conference or by way of written documents.
- 5.7 At any point in this process, the Executive may recommend use of an alternate form of resolution such as mediation, arbitration or the appointment of an independent investigator.
- 5.8 Where the Discipline Committee is convened to hear a Complaint, it shall present its finding and recommendation to the Executive.
- 5.9 When recommending disciplinary action against the Respondent, the Discipline Committee and Executive shall consider factors such as:
- a) The nature of the harassment;
 - b) Whether the harassment involved any physical contact;
 - c) Whether the harassment was an isolated incident or part of an ongoing pattern;
 - d) The nature of the relationship between the Complainant and/or Respondent;
 - e) The ages and mental abilities of the Complainant and/or Respondent;
 - f) Whether the Respondent had been involved in previous harassment complaints; and
 - g) Whether the Respondent retaliated against the Complainant.
- 5.10 When recommending disciplinary action, the Discipline Committee and Executive shall consider the factors referred to in s.5.9 and may recommend such action as it considers appropriate under the circumstances which may include, but not limited to:
- a) No action;
 - b) A verbal apology;
 - c) A written apology;
 - d) A letter of reprimand from PRASC;
 - e) A fine or levy;

- f) Referral to counselling;
 - g) Sensitivity training in harassment issues;
 - h) Removal of certain privileges of membership or employment.
- 5.11 The Discipline Committee may recommend any other measures it considers appropriate in the circumstances. Such recommendations shall be made in writing and supported by reasons.
- 5.12 The Executive shall issue its decision in writing which shall include:
- A summary of the facts;
 - a) A determination as to whether the acts in question constitute harassment as defined in this policy; and
 - b) If the act(s) constitutes harassment, recommendations for resolution which may include disciplinary action against the Respondent; or
 - c) If the act(s) does not constitute harassment, recommendations to dismiss the Complaint.

Standard of Proof

- 5.13 In making findings of fact relating to whether harassment has occurred, the Discipline Committee will use a standard of proof being a balance of probabilities.

Withdrawal

- 5.14 If the Respondent withdraws from the Complaint process or chooses not to participate in the process, the process (including an appeal) may proceed based solely on the Complainant's testimony and supporting evidence and disciplinary measures may be imposed on the Respondent in his or her absence.
- 5.15 If the Complainant withdraws from the process or chooses not to participate in the process, the process (including the appeal) may either:
- a) Be dismissed; or
 - b) Proceed based solely on the Respondent's testimony and supporting evidence in which case disciplinary measures may be imposed on the Complainant in the Complainant's absence.

Suspension

- 5.16 The Executive may suspend a respondent from membership in PRASC without notice for failure or refusal to comply with the disciplinary action determined under this policy.
- 5.17 Notwithstanding the procedures set out in this policy, any employee, director, volunteer, coach, athlete, official or person under an employment contract with PRASC who has been charged with a criminal offense(s) that does constitute Harassment under this policy may be temporarily suspended from its relationship with PRASC or from participating in any PRASC activities until further notice, whether or not a Complaint has been received or an investigation has been completed pursuant to this policy.
- 5.18 Notwithstanding the procedures set out in this policy, any employee, director, volunteer, coach, athlete, official or person under an employment contract with PRASC who, while in

the capacity, is convicted of a criminal offense(s) involving conduct that does constitute Harassment under this policy shall be automatically suspended from participating in any and all activities of PRASC for an appropriate length of time determined by the Executive having regard to:

- a) The seriousness of the incident(s);
- b) E length of sentence imposed in the criminal proceeding, if any;
- c) The member's prior behavior; and
- d) Any other relevant circumstance.

6.0 Appeals

- 6.1 A Complainant or Respondent who wishes to appeal the decision of the Executive may initiate an appeal by serving the President with written statement ("the Notice"), giving notice of appeal and request for hearing not more than 7 days after the date she or he receives notice of the Executive's decision.
- 6.2 The Notice under s.6.1 shall be in writing and shall set out the grounds for appeal (for instance, where and when a procedural error may have occurred).
- 6.3 At the time of delivering the Notice, the appellant may also submit a written request that any disciplinary action imposed under s.5.10 be held in abeyance until after the hearing.
- 6.4 Upon receipt of the Notice, the President shall:
 - a) Notify Swim BC and request the matter be resolved through the Swim BC Member Dispute Resolution Policy as set out in Appendix 1 to the PRASC Harassment Policy.
- 6.5 PRASC shall implement Swim BC's decision with respect to the appeal.

7.0 Representation by Responsible Adults

- 7.1 If the Complainant is a minor, or someone otherwise unable to speak for his or herself, the Complaint may be brought forward by a "Responsible Adult". The Responsible Adult will have the right to act on behalf of the Complainant throughout the complaint process, including:
 - a) Making a Complaint;
 - b) Receiving all notices on behalf of the Complainant; and
 - c) Being present at all dealings with the Complainant.

Appendix 1 to PRASC Harassment Policy

SWIM BC MEMBER DISPUTE RESOLUTION POLICY

Preamble

Swim BC supports the principles of Member Dispute Resolution and is committed to the techniques of mediation and arbitration as effective ways to resolve disputes with its members, and avoid the harm of litigation.

Mediation

Opportunities for mediation may be pursued at any point in a dispute where it is appropriate and where the disputing parties agree that such a course of action would be mutually beneficial.

Procedure

It is anticipated that member clubs will use appropriate process in an attempt to resolve disputes. This would proceed through the following steps:

1. Meeting or communication between the disputing parties in an attempt to define the dispute and seek a resolution at the program or individual level.
2. Meeting or communication between club executive(s) and the disputing parties, following club policies, to seek a resolution at the club level.
3. Mediation with a third party to facilitate resolution of the dispute.
4. Binding arbitration as defined below.

Arbitration

In the event that a dispute persists after avenues of decision-making, appeals, and/or mediation at the club or program level have been exhausted; opportunities for arbitration may be pursued. A dispute may be dealt with through binding arbitration before an arbitration panel consisting of three (3) Swim BC Regional Directors, as appointed by the VP Administration. The regional Director(s) from the home region(s) of the member(s) shall not be eligible to sit on the arbitration panel. If arbitration is selected and agreed to by the disputing parties, the disputing parties will share equally any expense incurred in the delivery of the ruling.

In the event that one disputing party refuses to enter the arbitration process, an appeal may be made to the Executive of Swim BC in the form of a written complaint to the Vice President, Administration. Such a complaint will be handled as outlined in the Swim BC Appeals Policy.

Time Restrictions

In the best interests of the sport of swimming, it is essential that disputes be settled promptly to allow swimmers, members and clubs to resume their normal activities. It is expected that no step of the dispute resolution process will be delayed, by either of the disputing parties, beyond reasonable expectations. If either party feels that undue delay has occurred, they may proceed to the next step of the process.

Legal Action

No action or other legal proceedings shall be commenced against Swim BC in the respect of a dispute, unless Swim BC has failed to participate in arbitration in accordance with this policy.

Approved February 1, 2004, Swim BC Board of Directors

SWIM BC MEMBER DISPUTE RESOLUTION FLOWCHART

Swim BC supports the principles of Member Dispute Resolution and is committed to the techniques of mediation and arbitration as effective ways to resolve disputes with its members, and avoid the harm of litigation. Opportunities for mediation may be pursued at any point in a dispute where it is appropriate and where the disputing parties agree that such a course of action would be mutually beneficial. It is anticipated that member clubs will use appropriate process in an attempt to resolve disputes. This would proceed through the following steps:

1. Meeting or communication between the disputing parties in an attempt to define the dispute and seek a resolution at the program or individual member level.

2. Meeting or communication between club executive(s) and the disputing parties, following club policies, to seek a resolution at the club level.
3. Mediation with a third party to facilitate resolution of the dispute.
4. Binding arbitration as defined below.

In the event that a dispute persists after avenues of decision-making, appeals, and/or mediation at the club or program level have been exhausted; opportunities for arbitration may be pursued. A dispute may be dealt with through binding arbitration before an arbitral panel consisting of three (3) Swim BC Regional directors, as appointed by the VP-Administration. The Regional Director(s) from the home region(s) of the member(s) shall not be eligible to sit on the arbitration panel.

If arbitration is selected and agreed to by the disputing parties, the disputing parties will share equally any expense incurred in the delivery of the ruling.

In the event that one disputing party refuses to enter the arbitration process, an appeal may be made to the Executive of Swim BC in the form of a written complaint to the Vice President, Administration. Such a complaint will be handled as outlined in the Swim BC Appeals Policy.

Approved December 6, 2005, PRASC Executive