



**CANADIAN COAST
GUARD AUXILIARY**
CENTRAL AND ARCTIC REGION

T: 416-463-7283 | 1-866-429-7283 E: office@ccga-ca.com

Member Application Package:

Candidate Summary Form
Group Accident Insurance - Declaration of Beneficiary Form
Memorandum of Understanding (MOU) Form
Harassment Prevention Policy

Head shot of the applicant (passport type) – in a jpg format

Crew applicants (Not including Arctic); Include PCOC or equivalent

Step 1: Complete documents in this package, accordingly, save the file to your desktop or device.

Step 2: Remember to sign or insert your electronic signature on all required areas.

Step 3: Once verified and signed off by the Unit Leader/Administrator, Email the complete package, including applicant Head shot and Certificates to your Director.



To be completed by the individual candidate. The under-mentioned person makes an application to join the Coast Guard Auxiliary, (CCGA) (C&A)

FIRST NAME		SURNAME	
EMAIL		BIRTH DATE	
		_____/_____/_____	_____/_____/_____
		Month	Day Year
OCCUPATION	CANADIAN CITIZEN OR PERMANENT RESIDENT	APPLYING FOR	
APPLICANT CONTACT INFORMATION			
_____ Address			
_____ City		_____ Prov	
_____ Postal Code			
_____ Primary Contact Phone Number Inc Area Code		_____ Secondary Contact Phone Number Inc Area Code (If applicable)	
EMERGENCY CONTACT INFORMATION			
_____ Name		_____ Relationship	
_____ Primary Contact Phone Number Inc Area Code		_____ Secondary Contact Phone Number Inc Area Code (If applicable)	
Qualifications A Memberships in any boating organizations <i>(CPS/CYA/COF/RED CROSS/ST. JOHN YACHT CLUB, ETC)</i>			
Qualifications B Describe any nautical experience <i>(Fire-fighting/Police/Armed Services)</i>			
Qualifications C Does the applicant hold a Restricted Operator Certificate-Maritime (ROC-M) Does the applicant hold a Pleasure Craft Operator Card (PCOC)/Equivalent Attach copies of certificates/licenses			
Qualifications D List professional or trade qualifications			
Qualifications E Does applicant have any medical concerns/disabilities If yes, list any physical or health issues			
Qualifications F A passport type and size picture MUST be included with this application			
Qualifications G Completed, signed and witnessed MOU Declaration of Beneficiary Form attached			
Qualifications H Signed Harassment Prevention Policy form attached			
I solemnly state the foregoing to be true and I understand any misrepresentation may result in immediate annulment of my membership in the Auxiliary. If accepted into the membership of the Auxiliary, I agree as a condition thereto, that I will abide by the rules, regulations and bylaws of the Auxiliary, and in particular and without limiting the generality of the foregoing. I agree to waive any and all rights of salvage of life or property to which I or my vessel might otherwise be entitled, resulting from an authorized activity as defined within the Members Manual.			
All members are considered on probation for a period of 6 months from the date of acceptance by CCGA C&A Corporate Secretary or their Agent.			
_____ Signature of Applicant		_____ Date MM/DD/YEAR	
Unit Leader Approval			
_____ Unit Leader Signature		_____ Date MM/DD/YEAR	
		_____ Unit #	
District Director Approval			
_____ Director Signature		_____ Date MM/DD/YEAR	
Secretary Approval			
_____ Secretary Approval		_____ Date MM/DD/YEAR	
Office Use:			
Member # _____		Enroll Date _____	
		Unit Name/Number _____	

**CANADIAN COAST GUARD AUXILIARY
GROUP ACCIDENT INSURANCE
DECLARATION OF BENEFICIARY(IES)**

(PLEASE PRINT)

I, _____

(# _____)
being a volunteer member of the Canadian Coast Guard Auxiliary
(CCGA)

(**Central & Arctic**) Inc. do hereby name

NAME _____

ADDRESS _____

NAME _____

ADDRESS _____

NAME _____

ADDRESS _____

as my beneficiary(ies) for benefits, if any, that may be payable
under the CCGA Group Accident policy(ies) in the event of my
accidental death while on an Authorized Activity as described in
the current Contribution Agreement between the Canadian Coast
Guard Auxiliary

(**Central & Arctic**) Inc.
and the Minister of Fisheries and Oceans. I understand that if (a)
specific beneficiary(ies) is (are) not named, benefits, if any, will be
payable to my estate. I am aware of the protection provided and
limitations of liability as detailed in the policy(ies).

(Signature of:)

MEMBER _____

DATE _____

WITNESS _____

ADDRESS _____

DATE _____

INSTRUCTIONS:

- 1) Include full name and address of person(s) named as beneficiary(ies).
- 2) Include full name and address of witness.
- 3) The witness may be any person of legal age of majority in the province or territory other than a person related to the beneficiary(ies).

NOTE:

- 1) This form must be renewed annually.
- 2) Copy 1 (White) – Canadian Coast Guard
Copy 2 (Yellow) – CCGA Member
Copy 3 (Pink) – Insurer

**GARDE CÔTIÈRE AUXILIAIRE CANADIENNE
ASSURANCE-ACCIDENT COLLECTIVE
DÉCLARATION DU (DES) BÉNÉFICIAIRE(S)**

(S.V.P. ÉCRIRE EN LETTRES MOULÉES)

Moi, _____

(N^o _____),
en tant que membre bénévole de la Garde côtière auxiliaire cana-
dienne (GCAC)

(_____) inc., je désigne
par la présente

NOM _____

ADRESSE _____

NOM _____

ADRESSE _____

NOM _____

ADRESSE _____

pour être le(s) bénéficiaire(s) des prestations, s'il y a, à verser en
vertu de(s) police(s) d'assurance-accident collective de la GCAC
si je décédais accidentellement au cours d'une activité autorisée
énoncée dans l'Accord de contribution conclu entre la Garde
côtière auxiliaire canadienne

(_____) Inc.
et le ministre des Pêches et des Océans. Je conviens que si
aucun bénéficiaire n'est désigné, les prestations, s'il y a, seront
versées à ma succession. Je suis informé de la protection
procurée par cette (ces) police(s) d'assurance et des limites de
responsabilité de cette (ces) police(s).

(Signatures de:)

MEMBRE _____

DATE _____

TÉMOIN _____

ADRESSE _____

DATE _____

DIRECTIVES:

- 1) Indiquer le nom et l'adresse du (des) bénéficiaire(s) au complet.
- 2) Indiquer le nom et l'adresse du témoin au complet.
- 3) Le témoin aura atteint l'âge de majorité légale reconnu dans une province ou un territoire. Le témoin n'aura aucun lien de parenté avec le(s) bénéficiaire(s).

NOTA:

- 1) Le présent formulaire doit être renouvelé sur une base annuelle.
- 2) Copie 1 (blanche) – Garde côtière canadienne
Copie 2 (jaune) – Membre de la GCAC
Copie 3 (rose) – Assureur

CANADIAN COAST GUARD AUXILIARY

SUMMARY OF INSURANCE COVERAGE

This is a brief summary of the insurance coverage currently provided by the Canadian Coast Guard Auxiliary (CCGA) for CCGA members and their vessels while on an Authorized Activity. The terms and conditions of insurance coverage are subject to change at any time and without prior notice.

1. HULL AND MACHINERY PROTECTION AND INDEMNITY

Provides protection up to \$2,000,000 for total loss of any one commercial vessel, \$2,000,000 for total loss of any one commercial fishing vessel (nets and gear must be declared in vessel valuation and are insured only in case of the total loss of the vessel), and up to \$500,000 for total loss of any other CCGA vessel. This insurance is only applicable while the vessel is on an Authorized CCGA Activity and does not cover the catch or cargo on board any insured vessel. Personal effects and property are covered to a maximum of \$250 only in case of total loss of the vessel. The CCGA member must refer to the actual policy(ies) for complete details, limitation and protection provided.

2. COMPREHENSIVE GENERAL LIABILITY

Provides protection against accidents which may occur during the normal day-to-day operation of a CCGA unit (i.e., personal injury liability) to a maximum of \$5,000,000 for any one occurrence. There are numerous limitations on this policy. The CCGA member must refer to the actual policy(ies) for complete details, limitations and protection provided.

3. GROUP ACCIDENT

Provides protection against accidental death, dismemberment, and temporary total disability while on an Authorized Activity. Accidental death and dismemberment policy(ies) is (are) subject to schedules (including specified perils) published in the policy(ies). Temporary disability must be total and coverage extends for a maximum of 104 (one hundred and four) weeks to a maximum of \$1,000 per week – any other income and/or insurance is deducted and the maximum payment is 75% (maximum \$1,000 per week) of the member's regular income. The CCGA member must refer to the actual policy(ies) for complete details, limitations and protection provided.

4. EXCESS MARINE LIABILITY

Provides additional insurance, while on an Authorized Activity, for associated risks such as towing, salvage, and collision. The total coverage provided by these policies amounts to \$20,000,000. The CCGA member must refer to the actual policy(ies) for complete details, limitations and protection provided.

5. DIRECTORS AND OFFICERS LIABILITY

Provides additional liability protection to those members who assume officer and director roles in the CCGA. Directors and officers and CCGA members must refer to the actual policy(ies) for complete details, limitations and protection provided.

6. FIDUCIARY LIABILITY

Provides the CCGA with protection against financial misconduct on the part of its officers, directors and employees. The CCGA member must refer to the actual policy(ies) for complete details, limitations and protection provided.

GARDE CÔTIÈRE AUXILIAIRE CANADIENNE

APERÇU DE LA COUVERTURE D'ASSURANCE

Voici une description sommaire de la couverture d'assurance que la Garde côtière auxiliaire canadienne (GCAC) fournit actuellement pour les membres et les navires de la GCAC engagés dans une activité autorisée. Les modalités de cette assurance peuvent être modifiées en tout temps et ce, sans préavis.

1. PROTECTION ET INDEMNITÉ – COQUES ET MACHINES

La couverture fournie est de 2 000 000 \$ pour la perte de tout navire commercial, de 2 000 000 \$ pour la perte totale de tout navire de pêche commercial (les filets et engins de pêches doivent être déclarés au moment de l'évaluation du navire et ne sont couverts qu'en cas de perte totale du navire) et jusqu'à 500 000 \$ pour la perte totale de tout autre bâtiment de la GCAC. L'assurance ne s'applique que lorsque le navire effectue une activité autorisée de la GCAC et elle ne couvre ni les prises ni les marchandises se trouvant à bord de tout navire assuré. Les effets et biens personnels sont couverts jusqu'à concurrence de 250 \$ et uniquement s'il y a une perte totale du navire. Le membre de la GCAC doit se reporter à la (aux) police(s) d'assurance proprement dite(s) pour connaître les détails, les limites et la protection offerte.

2. RESPONSABILITÉ CIVILE GÉNÉRALE

Cette assurance est une protection en cas d'accident pouvant survenir durant les activités courantes d'une unité de la GCAC (assurance blessures corporelles) jusqu'à concurrence de 5 000 000 \$ par cas. Elle comporte de nombreuses limites. Le membre de la GCAC doit se reporter à la (aux) police(s) d'assurance proprement dite(s) pour connaître les détails, les limites et la protection offerte.

3. ASSURANCE COLLECTIVE CONTRE LES ACCIDENTS

Cette assurance protège en cas de décès, de mutilation ou d'invalidité totale temporaire dus à un accident survenant au cours d'une activité autorisée. L'application de(s) polices d'assurance en cas de décès et de mutilation dus à un accident se fait selon les tableaux (y compris ceux des divers accidents précisés) figurant dans la (les) police(s). L'invalidité temporaire doit être totale et une indemnité hebdomadaire d'au plus 1000 \$ est versée durant au plus cent quatre (104) semaines – tout autre revenu ou prestation d'assurance (ou les deux) étant déduit et le versement maximal étant égal à 75 % (jusqu'à concurrence de 1000 \$ par semaine) du revenu normal du membre. Le membre de la GCAC doit se reporter à la (aux) police(s) d'assurance proprement dite(s) pour connaître les détails, les limites et la protection offerte.

4. ASSURANCE COMPLÉMENTAIRE DE RESPONSABILITÉ MARITIME

Cette assurance, qui s'applique aux activités autorisées, se veut le complément des autres assurances. Elle couvre les risques associés présents lors des remorquages, des sauvetages et des collisions. La couverture totale fournie par ces polices s'élève à 20 000 000 \$. Le membre de la GCAC doit se reporter à la (aux) police(s) d'assurance proprement dite(s) pour connaître les détails, les limites et la protection offerte.

5. RESPONSABILITÉS DES ADMINISTRATEURS ET DES DIRIGEANTS

Cette assurance procure une protection supplémentaire aux membres qui jouent des rôles d'officier ou de directeur au sein de la GCAC. Les administrateurs, les dirigeants et les membres de la GCAC doivent se reporter à la (aux) police(s) d'assurance proprement dite(s) pour connaître les détails, les limites et la protection offerte.

6. RESPONSABILITÉ FIDUCIAIRE

Cette assurance protège la GCAC des mauvaises administrations financières de la part de ses administrateurs, dirigeants et employés. Le membre de la GCAC doit se reporter à la (aux) police(s) d'assurance proprement dite(s) pour connaître les détails, les limites et la protection offerte.



MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN COAST GUARD AUXILIARY AND THE CANADIAN COAST GUARD AUXILIARY MEMBER

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to summarize the Search and Rescue (SAR) objective of the Canadian Coast Guard Auxiliary (CCGA) along with the principal terms, conditions, and insurance coverage which apply to volunteers that are accepted as CCGA members.

BACKGROUND

Canadian law, like that of most maritime nations, requires that vessels at sea respond to distress situations to the extent they can do so without undue risk. However, many public minded Canadians in a position to do so, voluntarily go out of their way to assist fellow mariners in distress. It is this latter fact that led to the formation of the CCGA.

In the late 1970's, it became evident that if some of these marine volunteer efforts could be co-ordinated to function as part of Canada's Search and Rescue system, more could be achieved by the same level of volunteer effort. As a result, the Canadian Coast Guard (CCG) instigated the formation of the existing CCGA Corporations to provide a framework for this co-ordination, and agreed to reimburse out-of-pocket expenses incurred by the CCGA in conducting SAR activities authorized by the Coast Guard.

OBJECTIVE

The common objective of the CCGA and the Coast Guard is: "The prevention of loss of life and/or injury at sea, including, where possible and directly related thereto reasonable efforts to minimize damage to or loss of property."

Accepted CCGA members, in volunteering their services, agree to assist the CCGA and Coast Guard in meeting this objective through SAR Operations and Boating Safety activities, consistent with the terms of this MOU. Members receive no profit or personal gain from these activities and forego all associated rights to claim salvage while on authorized SAR activities.

ORGANIZATION

Each CCGA Corporation is registered as a non-profit corporation which has a President and Board of Directors elected by the membership at an Annual General Meeting held for that purpose. The Board of Directors, under the leadership of the President, manages the activities of the organization in consultation with the Coast Guard; the Coast Guard provides financial support to the CCGA under the terms of a Contribution Agreement.

FINANCIAL SUPPORT

Under the terms of the Contribution Agreement, the Coast Guard agrees to reimburse the CCGA Corporation for reasonable out-of-pocket expenses incurred while conducting activities specifically authorized by the Coast Guard for the purposes of achieving the common objective stated above, including the cost of insurance protection of CCGA members while undertaking such authorized activities.

MEMBERSHIP RESPONSIBILITIES

Accepted CCGA members agree to:

1. Make available suitable seaworthy and crewed vessels meeting all safety, equipment, and capability standards established by the CCGA and CCG and to have these vessels inspected prior to enrollment in a manner satisfactory to the CCGA and CCG to ensure these requirements are met. Subsequent inspections over time will be required to ensure continued tasking.
2. In lieu of providing a vessel, to contribute skilled voluntary effort, as determined to be needed by the CCGA and CCG, in support of the common objective stated above.

3. Follow the CCGA Corporation bylaws and applicable guidelines.
4. Undertake training identified by the CCGA and CCG as necessary for the safe and effective conduct of SAR activities.
5. Undertake only those activities which can be done without causing undue risk to themselves, their vessels, other persons or other vessels and to take all reasonable precautions which may be prudent under the circumstances.
6. Conduct themselves in a professional manner so as not to bring disrepute to the CCGA, the Coast Guard, or the Government of Canada.
7. Review the CCGA's Insurance Program documentation available online or provided by the CCGA Office and sign the attached Acknowledgment and Waiver which confirms, among other things, that the member understands that, pursuant to the terms and conditions of the Insurance Program documentation, coverage for Ancillary Benefits for Heart/Circulatory Malfunction ceases upon a member reaching age 65 and coverage for Permanent Total Disability ceases upon a member reaching age 70.

CCGA RESPONSIBILITIES

The CCGA Corporation agrees to:

1. Reimburse members for allowable expenses incurred while voluntarily conducting activities authorized by the Coast Guard.
2. Provide insurance protection to its members to cover members and their vessels while engaged in authorized CCGA activities. The extent of such insurance protection is as set out in the summary of insurance coverage available from the CCGA web site and there is no further or additional insurance protection available to members. A member's eligibility for coverage will be governed by the terms and conditions of the respective Insurance Program, as may be amended from time to time.
3. Ensure members are kept informed of CCG guidelines and other information needed by members to properly undertake authorized activities.
4. Ensure appropriate CCG authorities are kept informed of current member capabilities, availability and contact information.
5. Provide assistance to members, subject to the availability of resources, to improve needed skills and capabilities.

ENROLLMENT AND TERMINATION OF MEMBERSHIP

The CCGA Corporation, in consultation with the CCG, assesses the need for CCGA members and capability in each area of the region, also the suitability of candidate members and their vessels.

The CCGA Corporation or member can cancel this Memorandum of Understanding (which terminates the applicable membership) at any time for failure by the other party to fulfill the undertakings herein, upon receipt of written notification and in accordance with the CCGA bylaws.

Similarly, renewal of memberships is at the discretion of the CCGA Corporation, in consultation with the CCG.

CLARIFICATION OF INTENT

In the event of a difference of interpretation with respect to the intent of this MOU, the terms and conditions of the Contribution Agreement between the CCGA Corporation and the Minister of Fisheries & Oceans will take precedence.

UNDERTAKING

I have read and understand this Memorandum of Understanding and agree to abide by the terms and conditions contained herein.



**THE CANADIAN COAST GUARD AUXILIARY
AND THE CANADIAN COAST GUARD AUXILIARY MEMBER
ACKNOWLEDGMENT AND WAIVER**

1. I, _____
understand that I have access to the Canadian Coast Guard Auxiliary's (CCGA) Insurance Program documentation available on the CCGA Web site (www.ccg-gcac.org) or obtained from the CCGA Office. I have agreed to read it. If I have any question, I understand that I can contact the CCGA to obtain additional information. I understand that, as a CCGA Member, I will be eligible for coverage under the National CCGA Insurance Program which may be amended from time to time.
2. I further understand, acknowledge and agree that coverage for Ancillary Benefits for Heart/Circulatory Malfunction under the CCGA's Insurance Program ceases once a member reaches age 65. I further understand, acknowledge and agree that at age 65 years or older, I do not have Ancillary Benefits coverage for losses (including without limitation loss of life, medical expenses and/or temporary total disability) caused by a Heart/Circulatory Malfunction occurring as a result of my participation in any and all tasking authorized by the CCGA.
3. I understand, acknowledge and agree that coverage for Permanent Total Disability under the CCGA's Insurance Program ceases once a member reaches age 70. I further understand, acknowledge and agree that at age 70 years or older, I do not have Permanent Total Disability coverage for losses caused by accidental bodily injuries sustained as a result of my participation in any and all tasking authorized by the CCGA.

4. I acknowledge and agree that my participation in any and all tasking authorized by the CCGA (including without limitation search and rescue (SAR) missions) shall be at my own risk and that the CCGA assumes absolutely no responsibility in connection with the same other than the Auxiliary's obligation to maintain the Insurance Program in effect.
5. I acknowledge and agree that I am solely responsible for assessing whether participation in any tasking authorized by the CCGA (including without limitation SAR missions) poses any problems or hazards for my health and/or safety (including without limitation hazards due to existing medical conditions, disabilities or diseases). I understand that there are certain risks and perils inherent in any such activity and I assume full responsibility for any inherent risk and danger to myself.
6. I further, on behalf of myself and my heirs, executors, administrators, successors and assigns hereby remise, release and forever discharge the CCGA and its respective officers, directors, agents, employees, servants and representatives of and from all claims, demands, damages, costs, expenses, actions and causes of action whether in law or in equity in respect of death, injury, loss or damage to my person howsoever caused arising out of or in any way connected to my participation in the said tasking authorized by the CCGA. For greater clarity, this paragraph six (6) release is not intended to apply to any entitlement I may have in relation to the Insurance Program.

With my signature, I hereby confirm that I have read, understood and agreed to this document.

**CANADIAN COAST GUARD AUXILIARY GROUP ACCIDENT INSURANCE
DECLARATION OF BENEFICIARY(IES)**

I, _____
being a volunteer member of the Canadian Coast Guard Auxiliary (CCGA) **Central & Arctic** Inc.
Do hereby name:
Name _____
Address _____
Name _____
Address _____
Name _____
Address _____
as my beneficiary(ies) for benefits, if any, that may be payable under the CCGA Group Accident policy(ies) in the event of my accidental death while on an Authorized Activity as described in the current Contribution Agreement between the Canadian Coast Guard Auxiliary
_____ Inc.
and the Minister of Fisheries and Oceans.

I understand that if (a) specific beneficiary(ies) is (are) not named, benefits, if any, will be payable to my estate.

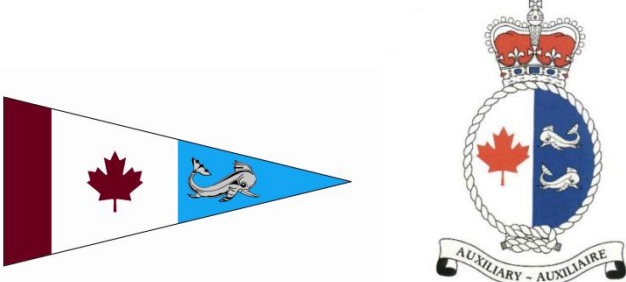
I am aware of the protection provided and limitations of liability as detailed in the policy(ies).

Member:

Name _____
Address _____
Signature _____
Date _____

Witness:

Name _____
Address _____
Signature _____
Date _____

 <p style="text-align: center;">CCGA C & A Standard Operating Policy/Procedure</p>	<p>Final</p>
<p>EFFECTIVE DATE: 05-05-12</p>	<p>Membership</p>
<p>REVISED DATE: 05-05-12</p>	
<p>REVIEWED BY: CCGA C&A BOD</p>	<p>Harassment Prevention Policy/Procedure</p>

1. PURPOSE

1.1 The Canadian Coast Guard Auxiliary C& A (CCGA C&A) is committed to providing a safe, respectful and healthy environment for all of its employees and members. In pursuit of this goal the CCGA C&A does not condone and will not tolerate acts of harassment. The CCGA C&A developed this policy to establish a procedure that helps prevent harassment by or against its employees or members.

2. SCOPE

2.1 This Policy applies to all employees and members of the CCGA C&A.

2.3 This Policy prohibits harassment of any kind, for any reason.

2.4 This Policy applies to all work-related or CCGA C&A related membership activities that occur both during and outside of regular business hours.

2.5 The Policy covers all forms of harassment prohibited by applicable statutes including sex or sexual orientation, race, ancestry, nationality, place of origin, colour, ethnic origin, language, citizenship, creed, religious beliefs, political beliefs, age, record of offences, marital status, family status, civil status, same-sex partnership status, social condition, source of income and disability.

3. DEFINITIONS

3.2 Harassment means engaging in a course of vexatious comment or conduct against an employee or member that is known or ought reasonably to be known to be unwelcome.

The comments or conduct typically happen more than once and often involve repeated words or actions, or a pattern of behaviours, against the employee, member or a group of employees or members.

A single incident or comment that is sufficient to take away an employee or member's respect and dignity, would also be considered harassment under this Policy.

Harassment includes unwelcome words or actions that are known or should be known to be offensive, embarrassing, humiliating or demeaning to the employee or member.

Examples of harassment may include but are not limited to,

- making remarks, jokes or innuendos that demean, ridicule, intimidate or offend
- displaying or circulating offensive pictures or materials in print or electronic form
- bullying
- repeated offensive or intimidating phone calls or e-mails
- inappropriate sexual touching, advances, suggestions or requests

3.3 Psychological harassment means harassment that includes:

- any vexatious behaviour in the form of repeated or hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee or member's dignity or psychological or physical integrity and that results in a harmful environment for the employee or member.

3.4. Sexual harassment means any unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:

- when such conduct might reasonably be expected to cause insecurity, discomfort or humiliation to another person
- when submission to such conduct is made either implicitly or explicitly a condition of employment or membership
- when submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, compensation, job security or benefits affecting the employee)
- when such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment
- when such conduct is demeaning to a person because of their sex

Examples of sexual harassment may include, but are not limited to:

- remarks, jokes, or innuendos about sex or sexual orientation where the speaker has been advised, or should otherwise be aware, that they are offensive or where they are by their nature offensive
- leering or other offensive or sexually suggestive or obscene gestures
- derogatory or degrading remarks used to describe or which are directed toward members of one sex or sexual orientation

- the display or distribution (either mechanically or through the use of electronic media and e-mails) of sexually explicit or otherwise offensive material
- refusing to work with people because of their sex or sexual orientation
- unwelcome advances, invitations or propositions of a sexual nature or repeated invitations after previous requests have been refused
- persistent unwanted contact or attention after the end of a consensual relationship
- any advances, invitations or propositions of a sexual nature, or the refusal of any such advances, invitations or propositions, which might, on reasonable grounds, be perceived as placing a condition on a person's employment or membership, work assignment, or on any opportunity for training or promotion
- unwarranted inquiries or comments about a person's personal life
- unwanted physical contact, including touching, patting, etc.
- verbal abuse or threats of a sexual nature
- indecent exposure or sexual assault

Examples of racial harassment may include, but are not limited to:

- comment or conduct which disparages or ridicules a person's race, ethnic origin, colour, language or religion
- insulting gestures or jokes which relate to race, ethnic origin, colour, language or religion
- mimicking a person's accent, speech or mannerisms
- the display or distribution (including use of electronic media) of derogatory materials which relate to race, ethnic origin, colour, language or religion
- refusing to work with people because of their race, ethnic origin, colour, language or religious background

Harassment on other grounds may follow similar patterns.

3.5 Discrimination means the differential treatment of an individual based upon their membership in a particular group (real or perceived), rather than on their personal merit. One form that discrimination may take is harassment. It may include but is not limited to the following:

- derogatory comments or unwelcome remarks, jokes, ridicules, teasing or threats about a person's racial, ethnic background, or other prohibited ground
- displaying degrading pictures, cartoons, e-mails
- physical assault, including pushing, tripping, touching
- refusing to employ or continue to employ any individual based on a prohibited ground of discrimination
- in the course of employment, to differentiate adversely in relation to an employee based on a prohibited ground of discrimination

4 **RESPONSIBILITIES**

4.1 It is the responsibility of the CCGA C&A to ensure every employee and member is aware of this policy and the it's commitment to an environment free from intimidation and harassment.

- 4.2 Every employee and member of the CCGA C&A is responsible for helping to create an environment that is free from harassment.
- 4.3 All employees and members are strongly encouraged to report all incidents of harassment. All incidents will be investigated promptly, fully and without bias. Individuals who believe they have been victims of harassment are encouraged to file a complaint. No reprisals will be made against reporting employees or members. Any information collected during the investigation, including the name of the reporting party, will be kept confidential.
- 4.4 A third party whom shall be called the investigator and would be (“Appointed by the Board of Directors CCGA C&A”) will be responsible for investigating all complaints of harassment.
- 4.5 Cooperation with the CCGA C&A investigations, police and/or other authorities during investigation related to harassment is required by all parties involved.

5 PROCEDURE

5.1 Informal Reporting Process

The following steps are recommendations intended for employees and members who have been subjected to harassment or who have witnessed harassment. These steps are not pre-conditions for filing a formal complaint. At any time, an employee or member can contact the President/Executive for advice and/or to file a formal complaint.

- Any employee or member who is experiencing harassment should not wait until a situation becomes intolerable. Sometimes the person behaving unacceptably may not realize that their behaviour is offensive or unwanted and in such cases the misunderstanding can be cleared up quickly.
- It is recognized that the use of formal procedures can be daunting or counter-productive for both parties. In many cases drawing early and informal attention to the matter giving rise to harassment can fully resolve the situation. Employees or members should try wherever possible to resolve the matter themselves, seeking support if they consider that they need it.
- As soon as possible after the incident(s) the employee or member should take one or more of the following courses of action:
 - commence a record or diary of any incidents of harassment or bullying as follows:
 - date and time of incident(s);
 - place;
 - name of person alleged to have been harassing the employee or member
 - details of what happened/was said;
 - names of any witnesses;
 - how they felt;
 - action taken (if any); and

- copies of any documents that may be relevant e.g. a letter or a note, copy of an email.
- speak to the person and explain clearly that their behaviour is offensive and that it should stop.
- If the employee or member feels unable to speak to the person or, if having spoken to them the behaviour persists, the employee or member should consider writing to the individual concerned, in the same terms, and keep a copy of the correspondence.
- If informal attempts at resolution fail, or if the harassment is potentially of such a serious nature as to require formal action, the employee or member may initiate a formal complaint which will be dealt with in the next section of this procedure.

5.2 *Formal Reporting Process*

- The employee or member must report complaints of harassment to his or her supervisor or immediate one up. Immediate one up for the purposes of this policy means in the case of a member subjected to harassment by the Unit Leader, report should be brought to the District Director, if the Unit Leader is subjected to harassment by the District Director, the report should be brought to the President; and if the Unit Leader is subjected to harassment by a member, the report should be brought to the District Director.
- The incident or complaint and its effects should be explained verbally or in writing to supervisor or immediate one up. The CCGA C&A reserves the right to request that complaints be made in writing by the complainant.

5.3 *The Investigation*

- The investigation will be conducted as quickly as possible, given the circumstances of the case and, wherever possible, will commence within five working days of receipt of the formal complaint and will be completed as soon as practicable but normally within one month. Should it not be practicable to complete the investigation within one month the investigator will keep both the complainant and the person against whom the harassment is alleged informed of progress.
- The investigator will outline the steps of the investigation process, what the investigation will cover, the timeframe of the investigation, what solutions or results are possible, and who will make the final decision.
- Strict confidentiality will be maintained throughout the investigation and circulation of information will be minimized to that which is necessary to ensure fair treatment of both parties.
- The complainant(s) and the alleged harasser(s) are allowed to have someone accompany them during any stage of the investigation process.

- The investigator will separately interview the complainant and the alleged harasser as soon as reasonably possible. Parties may be requested to sign their statement.
- The investigator must give the alleged harasser an opportunity to explain his/her perception of events and to respond to the complainant's account of events. Even if the allegations are denied, the discussion should be treated as a formal warning that inappropriate workplace behaviour will not be tolerated.
- The investigator should review the interviews and document any inconsistencies or other questions they may have. They should conduct further interviews of the parties if they need to clarify any information.
- The investigating officer should produce a brief report summarizing the investigation and forward to [the President/ Executive] for review and discussion.
- The investigator and the President/Executive may make recommendations for the actions to be taken by the Board of Directors.
- Employees or members seeking information or clarification of this procedure, or wishing to have an informal discussion regarding a possible complaint, are encouraged to approach the President, the Executive. Such inquiries will be held in confidence. Implementation of this procedure does not prohibit employees or members from reporting incidents to their respective provincial government body.

5.4 *Outcome of the Investigation*

- Conclusions about whether a specific incident or complaint of discrimination, or harassment did or did not occur are based upon the balance of probabilities.
- Any decision, and its outcomes, must be made in writing, to all parties involved by the investigator. Possible outcomes are as follows:
 - a. Informal resolution - This process provides the investigator with an opportunity to resolve relatively straightforward complaints in an expeditious manner. If a resolution acceptable to both the complainant and the respondent is agreed upon, the issue will proceed no further. An investigator may attempt to mediate a settlement of a complaint at any point prior to, or during an investigation. A statement of facts and plan of action (e.g. apology) are to be signed by both parties and the investigator.
 - b. Disciplinary actions against the alleged harasser – If the alleged harasser is found to be responsible of harassment they may face disciplinary measures. Such disciplinary measures will normally be reflective of the severity of the situation and past behaviours of the harasser. Such disciplinary actions may include:
 - Oral reprimand (note placed in employee's file)
 - Written reprimand (copy placed in employee's file)
 - Suspension with or without pay
 - Demotion

- Termination
- Disciplinary action in accordance with Article 16 of the CCGA C&A By Laws
- Whatever action is deemed appropriate

Certain actions may be taken by the CCGA C&A against the harasser that normally does not qualify as disciplinary measures:

- Counselling;
- Sensitivity training for either party;
- Whatever action is deemed appropriate.

- c. Dismissal of complaint – The investigator may reject the complaint based on the information from the investigation carried out. Records shall be kept of the proceedings should the claim of harassment, or discrimination made in good faith prove not to be substantiated. If either party is dissatisfied with the measure(s) taken, they can appeal the decision.

Employees or members seeking information or clarification of this procedure, or wishing to have an informal discussion regarding a possible complaint, are encouraged to approach the President/Executive. Such inquiries will be held in confidence. Implementation of this procedure does not prohibit employees or members from reporting incidents to their respective provincial government body.

5.4 d. Appeals

Employees or members seeking to file an appeal must present their appeal to the President within 30 days of the judgment.

5.5 *Anonymous Complaints*

- If the complainant wishes to remain anonymous it may not be possible for the CCGA C&A to take any action.

5.6 *Victimization and Malicious, Vexatious Or Spurious Complaints*

- Complaints of harassment are treated seriously by the CCGA C&A. Harassment can have serious and far reaching effects on the careers and lives of individuals. A charge of harassment is not to be taken lightly by the complainant or a respondent. Both parties to a complaint, and any witnesses, will be protected until the outcome of the investigation, whereupon appropriate action to resolve the matter will be taken.
- Any employee or member who victimizes a complainant for bringing an allegation of harassment will be subject to disciplinary action. False accusations can also have a serious impact on individuals. Employees and members found to have made mischievous, false or malicious complaints will therefore render themselves liable to the appropriate disciplinary action.
- Any employee or member who witnesses or becomes aware of harassing, behaviour by any person should notify his or her supervisor or immediate one up

immediately. The reporting employee or member will need to provide full written details of the incident and the names of all persons present or involved.

6. **CONFIDENTIALITY AND SAFETY**

- These provisions on harassment are intended to protect the safety of all employees and members, and are in no way intended to infringe on an employee or member's privacy. The primary goal of this policy and procedure is to encourage an open, ongoing dialogue with the affected employee or member, and those within the CCGA C&A who need to know, so that the CCGA C&A can take reasonable steps to protect employee and member safety. The CCGA C&A's goal is to handle all situations with the utmost sensitivity to the particular situation, while meeting the goal of safety and security of its employees and members.

Member/Applicant signature

Date