



ROSSMERE GOLF & COUNTRY CLUB LIMITED

BYLAWS

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ARTICLE 1 - Preamble

1.1 The Corporation

The name of the Corporation shall be "Rossmere Golf & Country Club", which may also be known or referred to as Rossmere or the Corporation.

1.2 The Bylaws

The following articles set forth the Bylaws of the Rossmere Golf & Country Club.

1.3 Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Corporation in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Corporation may adopt.

ARTICLE 2 – Definitions and Interpretations

2.1 Definitions

In these Bylaws, the following words have these meanings.

- 2.1.1** Act means The Corporations Act (Manitoba), The Rossmere Golf and Country Club Limited Additional Powers Act, and any statute that may be substituted therefore, as from time to time amended.
- 2.1.2** Ad-hoc Committee means any committee, other than a Standing Committee, established by the Board to perform a certain task.
- 2.1.3** Annual General Meeting means the annual general meeting of the Corporation as described in Article 6.1.
- 2.1.4** Appoint includes Elect and vice versa.
- 2.1.5** Bylaws means the Bylaws of the Corporation as amended.
- 2.1.6** Board means the Board of Directors of the Corporation. The Board is the main governing and policy-making body of the ROSSMERE GOLF & COUNTRY CLUB, as elected or appointed pursuant to these Bylaws.
- 2.1.7** Corporation means the Corporation incorporated and named Rossmere Golf & Country Club Limited.
- 2.1.8** Director means any person elected or appointed to the Board.
- 2.1.9** Ex Officio Member means any person serving on a committee because of another position they hold.
- 2.1.10** Executive Committee means the selected Directors who are authorized to act for the Board in the time between Board meetings.
- 2.1.11** Executive Member means an individual elected or appointed to serve on the Executive Committee pursuant to these Bylaws.
- 2.1.12** Fiscal Year means a period of 12 consecutive months chosen by the Corporation as its accounting period.
- 2.1.13** General Manager means the employee who presides over the day-to-day operations of the Corporation.
- 2.1.14** General Meeting means the Annual General Meeting and a Special General Meeting.
- 2.1.15** Member means a Member of the Corporation, who applies for membership, is accepted for membership, and pays the required dues to the Corporation; member shall include all categories of membership pursuant to these Bylaws.
- 2.1.16** Member in Good Standing means a Member of the Corporation who has paid his dues, has not ceased to be a Member, has not been suspended or expelled from membership and is not subject to a disciplinary investigation or action of the Corporation.
- 2.1.17** Officer means an individual elected or appointed to serve as an Officer of the Corporation pursuant to these Bylaws.
- 2.1.18** Ordinary Resolution means a resolution passed by the majority of votes cast in a General Meeting of Members for which proper notice has been given.
- 2.1.19** Policy means a deliberate decision made by the Board that provides guidance for addressing identified objectives and concerns.

- 2.1.20** Proxy means the authority or power given by one voting member to another voting member.
- 2.1.21** Quorum means the minimum number of people, as specified in the bylaws, required at each Board meeting, general meeting, or special meeting for business to be legally carried out.
- 2.1.22** Register of Members means the register maintained by the Board of Directors containing the names of the Members of the Corporation.
- 2.1.23** Shareholder means an individual registered with the Corporation as a shareholder and who owns one (1) share of the Corporation. A shareholder may or may not be a member.
- 2.1.24** Signing Officer means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by Article 8.3 or by a resolution passed pursuant thereto.
- 2.1.25** Special Meeting means the special general meeting described in Article 6.2.
- 2.1.26** Special Resolution means:
- a) a resolution passed at a General Meeting of the membership of this Corporation. There must be twenty-one (21) days' notice for this meeting. The notice must state that proposed resolution. There must be approval by a vote of 75% of the Voting Members who vote in person;
 - b) a resolution proposed and passed as a Special Resolution at a General Meeting with less than twenty-one (21) days' notice. All the Voting Members eligible to attend and vote at the General Meeting must agree unanimously; or
 - c) a resolution agreed to in writing by all the Voting Members who are eligible to vote on the resolution in person at a General Meeting.
- 2.1.27** Standing Committee means any Standing Committee that may be established by the Board.
- 2.1.28** Voting Member means a Shareholder entitled to vote at the meetings of the Corporation.

2.2 Interpretations

The following rules of interpretation must be applied in interpreting these Bylaws.

- 2.2.1** Singular and Plural: words indicating the singular number also include the plural, and vice-versa.
- 2.2.2** Headings are for convenience only. They do not affect the interpretation of these Bylaws.
- 2.2.3** Words stating the male gender shall include the female gender, and vice-versa.
- 2.2.4** Liberal Interpretation: these Bylaws must be interpreted broadly and generously.

2.3 Ruling on Bylaws

Except as provided in these Bylaws, the Board shall have the authority to interpret any provision of these Bylaws which is contradictory, ambiguous or unclear.

ARTICLE 3 – Objects of the Corporation

- 3.1** The objects of the Corporation are to promote, organize, conduct and manage a golf, curling, country and social club, in the City of Winnipeg, in Manitoba. All funds received from members or earned from the operation of the Corporation shall be held by the Corporation and expended solely for the aforesaid purposes and related administrative expenses.

ARTICLE 4 - Registered Office

- 4.1** The registered office of the ROSSMERE GOLF & COUNTRY CLUB shall be at the City of Winnipeg, in the Province of Manitoba. Another place may be established at the Annual General Meeting or by resolution of the Board

ARTICLE 5 - Membership

5.1 Categories of Membership

- 5.1.1** The Board shall establish from time to time categories of membership for participation in golf and curling, including without limited the generality of the foregoing, the commencement and finalization dates, times of play, age categories, rate assessments and such other rules and regulation as may be necessary and incidental thereto. The Board notwithstanding any applicable provincial, federal or municipal government regulations shall have the right to create categories of membership based upon age and/or sex.

5.1.2 The Board shall have the right to determine the usage of the Corporation's facilities, in particular for weddings, banquets, tournaments, bonspiels and other social activities. The Board shall also have the right to negotiate with federal, provincial and municipal authorities for use of the Corporation's facilities by individuals who are not shareholders and to determine the rules and regulations for use of the facilities by the public.

5.2 Honorary Life Member

- a) An Honorary Member shall be any current or formerly active member who has shown dedication and outstanding contribution to the Corporation.
- b) An Honorary Member shall have all rights and privileges of Full Members but shall not be required to pay any membership fees.
- c) An Honorary Life Member shall be entitled to a vote at meetings of the Corporation, but shall not hold office as a voting member of the Board.
- d) An individual may become an Honorary Life Member if the Voting Members at a General Meeting pass a resolution recognizing the contributions of the individual to the Corporation or its objects.

5.3 Admission of Members

Any individual may become a Member in the appropriate category by meeting the requirements in Article 5.1 and 5.2, and be approved by the Board. The individual will be entered as a Member under the appropriate category in the Register of Members.

5.4 Membership Fees

5.4.1 Membership year

The membership year is November 1 to October 31.

5.4.2 Setting Membership Fees

The Board decides annual membership fees for each category of Members.

5.4.3 Payment Date for Fees

The annual membership fees are paid annually as determined by the policies set out by the Board.

5.5 Rights and Privileges of Members

5.5.1 Any Member in good standing is entitled to:

- a) Receive notice of meetings of the Corporation;
- b) Attend any meeting of the Corporation;
- c) Speak at any meeting of the Corporation;
- d) Exercise other rights and privileges given to Members in these Bylaws.

5.5.2 Voting Members

The only Members who can vote at the meetings of the Corporation are:

- a) Shareholders in good standing who are at least eighteen (18) years old;
- b) Honorary Life Members in good standing.

5.5.3 Number of Votes

A Voting Member is entitled to one (1) vote at a meeting of the Corporation.

5.5.4 Member in Good Standing

A Member is in good standing when:

- a) The Member has paid membership fees or other required fees to the Corporation; and
- b) The Member is not suspended as a Member as provided for under Article 5.6.

5.6 Discipline Committee - Suspension of Membership

5.6.1 The Board of Directors shall appoint a Discipline Committee, each and every year. The Discipline Committee shall serve a term expiring on the date of the next Annual General Meeting. The Discipline Committee shall be comprised of six (6) Directors of the Club of whom three (3) shall be appointed as Designated Committee Members and three (3) shall be appointed as Alternate Committee Members. The Alternate Committee Members shall be called upon, on a rotating basis, in situations where a Designated Member or Members, are unable to sit on the Discipline Committee by reason of unavailability, incapacity, illness or conflict of interest. At no time shall there be more or less than three (3) Members sitting as the Discipline Committee in determination of any reference made to it. At the time of any meeting of the Discipline Committee, a chairman shall be elected from amongst the three (3) Members sitting at that time.

5.6.2 When the conduct of a Member, either in or out of the Club premises, is in the judgment of the General Manager prejudicial to the Club, or injurious to the character, interest of good order of the Club (hereinafter referred to as the "Incident of Misconduct"), the General Manager is authorized to temporarily suspend such Member's rights and privileges, for a period of not exceeding two (2) weeks from the date of the occurrence and to cause such Member to be removed from the Club premises. The General Manager in all Incidents of Misconduct shall make a formal report, in writing, to the Discipline Committee. The General Manager may, at his discretion, refer Incidents of Misconduct directly to the Discipline Committee, by way of formal report, without taking any action to suspend the Member.

5.6.3 All complaints by Members or employees of the Club, concerning an Incident of Misconduct, shall be made either orally to the General Manager or in writing to the Discipline Committee.

5.6.4 Upon the receipt of a complaint, either from the General Manager or any Member or employee of the Club, the Discipline Committee shall meet, as soon as reasonably possible, to review the complaint. The Discipline Committee shall have the power to require the attendance of the complainant Member or employee and/or the Member alleged to have committed the Incident of Misconduct. The Discipline Committee shall have the power to:

- i. Reprimand a Member;
- ii. Suspend a Member for any length of time it deemed advisable;
- iii. Expel a Member, with forfeiture of his or her share, and with or without the return of the proportionate share of the annual dues and assessments, if any, paid by such Member for the current year.

Any suspension by the General Manager shall not be binding upon the Discipline Committee and it shall be entitled to substitute its own decision. However, any action taken by the General Manager, prior to such determination, shall be valid and binding, until the decision of the Discipline Committee has been made.

5.6.5 Any Member against whom a complaint has been made shall be given written notice, sent by registered mail, or delivered in person, which specifies;

- i. the nature of the complaint;
- ii. a statement that the Discipline Committee is empowered to reprimand, suspend or expel a Member;
- iii. the date of the Discipline Committee meeting set for the determination of the complaint (which date cannot be sooner than seven (7) days from the date of mailing such notice), and
- iv. a statement that the Member is entitled to submit in writing, or orally with the permission of the Discipline Committee, an explanation for the Incident of Misconduct.

5.6.6 In the event of a Discipline Committee decision to expel a Member, such Member shall have the right to appeal against the decision of the Discipline Committee to the next meeting of the Board of Directors. The Board of Directors in its sole discretion shall determine all manner of proceedings by which the appeal is to be heard and determined.

5.7 Termination of Membership

5.7.1 Resignation

5.7.1.1 Any Member may resign from the Corporation by sending or delivering a written notice to the Secretary or President of the Corporation.

5.7.1.2 Once the notice is received, the Member's name is removed from the Register of Members. The Member is considered to have ceased being a Member on the date his name is removed from the Register of Members.

5.7.2 Death

The membership of a Member is ended upon his death.

5.7.3 Deemed Withdrawal

5.7.3.1 If a member has not paid the annual membership fees within three (3) months following the date the fees are due, the Member is considered to have submitted his resignation.

5.7.3.2 In this case, the name of the Member is removed from the Register of Members. The Member is considered to have ceased being a Member on the date his name is removed from the Register of Members.

5.7.4 Expulsion

5.7.4.1 The Corporation may expel any Member for any cause which is deemed sufficient in the interests of the Corporation.

5.7.4.2 This decision is final.

5.7.4.3 On passage of the decision to expel, the name of the Member is removed from the Register of Members. The Member is considered to have ceased being a Member on the date his name is removed from the Register of Members.

5.8 Transmission of Membership

No right or privilege of any Member is transferable to another person. All rights and privileges cease when the Member resigns, dies, or is expelled from the Corporation.

5.9 Continued Liability for Debts Due

Although a Member ceases to be a Member by death, resignation or otherwise, he is liable for any debts owing to the Corporation at the date of ceasing to be a Member.

5.10 Limitation on the Liability of Members

No Member is, in his individual capacity, liable for any debt or liability of the Corporation.

Article 6 – Meetings of the Corporation

6.1 The Annual General Meeting

6.1.1 The Corporation holds its Annual General Meeting no later than January 31 of each calendar year, in Winnipeg, Manitoba. The Board sets the place, day and time of the meeting.

6.1.2 Notice

6.1.2.1 The Secretary mails, e-mails or delivers a notice to each Shareholder at least twenty-one (21) days before the Annual General Meeting. This notice states the place, date and time of the Annual General Meeting, and any business requiring a Special Resolution.

6.1.2.2 List of Shareholders Entitled to Notice

For every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares entitled to vote at the meeting held by each shareholder.

6.1.3 Agenda for the Meeting

The Annual General Meeting deals with the following matters:

- a) adopting the agenda;
- b) adopting the minutes of the last Annual General Meeting;
- c) considering the Board reports;
- d) reviewing the financial statements setting out the Corporation's income, disbursements, assets and liabilities and the auditor's report;
- e) appointing the auditors;
- f) electing the members of the Board;
- g) considering matters specified in the meeting notice;
- h) other specific motions that any member has given notice of before the meeting is called.

6.1.4 Quorum

A quorum for the transaction of business at any meeting of shareholders shall be twenty-five (25) shareholders present in person, being a Shareholder entitled to vote thereat or a duly appointed proxyholder for an absent shareholder so entitled, and together holding or representing by proxy not less than ten percent (10%) of the outstanding shares of the Corporation entitled to vote at the meeting. If a quorum is present at the opening of any meeting of shareholders, the Shareholders present or represented by proxy may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting.

6.2 Special General Meeting of the Corporation

6.2.1 Calling of Special General meeting

A Special General meeting may be called at any time:

- a) by a resolution of the Board of Directors to that effect; or
- b) on the written request of at least five (5) Directors. The request must state the reason for the Special General meeting and the motions(s) intended to be submitted at this Special General Meeting; or
- c) on the written request of at least one-third (1/3) of the Voting Members. The request must state the reason for the Special General Meeting and the motions(s) intended to be submitted at such Special General Meeting.

6.2.2 Notice

6.2.2.1 The Secretary mails, e-mails or delivers a notice to each Shareholder at least twenty-one (21) days before the Special General Meeting. This notice states the place, date, time and purpose of the Special General Meeting.

6.2.2.2 List of Shareholders Entitled to Notice

For every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares entitled to vote at the meeting held by each shareholder.

6.2.3 Agenda for Special General Meeting

Only the matter(s) set out in the notice for the Special General Meeting are considered at the Special General Meeting.

6.2.4 Procedure at the Special General Meeting

Any Special General Meeting has the same method of voting and the same quorum requirements as the Annual General Meeting. (refer to 6.3.5.1.)

6.3 Proceedings at the Annual or a Special General Meeting

6.3.1 Persons Entitled to be Present

The only persons entitled to be present at a meeting of Shareholders shall be those entitled to vote thereat, the Directors and Auditors of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of *the Act* or the articles of by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the meeting.

6.3.1.2 Attendance by the Public.

General Meetings of the Corporation are not open to the public.

6.3.2 Failure to Reach Quorum

The President cancels the General Meeting if a quorum is not present within one-half (1/2) hour after the set time. If cancelled, the meeting is rescheduled for one (1) week later at the same time and place. If a quorum is not present within one-half (1/2) hour after the set time of the second meeting, the meeting will proceed with the Members in attendance.

6.3.3 Presiding Officer

6.3.3.1 The President chairs every General Meeting of the Corporation. The Vice-President chairs in the absence of the President.

6.3.3.2 If neither the President nor the Vice-President is present within one-half (1/2) hour after the set time for the General meeting, the Members present choose one (1) of the Members to chair.

6.3.4 Adjournment

6.3.4.1 The President may adjourn any General Meeting with the consent of the Members at the meeting. The adjourned General Meeting conducts only the unfinished business from the initial Meeting.

6.3.4.2 No notice is necessary if the General Meeting is adjourned for less than thirty (30) days.

6.3.4.3 The Corporation must give notice when a General meeting is adjourned for thirty (30) days or more. Notice must be the same as for any General meeting.

6.3.5 Voting

6.3.5.1 Subject to the provisions of *the Act*, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in Articles 6.1.2.2 and 6.2.2.2, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name. A show of hands decides every vote at every General Meeting. A ballot is used if at least five (5) Voting Members request it.

6.3.5.2 The President does not have a second or casting vote in the case of a tie vote. If there is a tie vote, the motion is defeated.

6.3.5.3 Proxies

Every Shareholder entitled to vote at a meeting of shareholders may appoint a Proxy Holder, or one or more Alternate Proxy Holders, who must be Shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the Shareholder or his attorney and shall conform to the requirements of the Act.

6.3.5.4 Time for Deposit of Proxies

The Board may specify in a notice calling a meeting of Shareholders a time, preceding the time of such meeting by not more than forty-eight (48) hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the Secretary of the Corporation or by the Chairman of the meeting or any adjournment thereof prior to the time of voting.

6.3.5.5 A majority of the votes cast on the question of the Voting Members present decides each issue and resolution, unless the issue needs to be decided by a Special Resolution.

6.3.5.6 The President declares a resolution carried or lost. This statement is final, and does not have to include the number of votes for and against the resolution.

6.3.5.7 Five Voting Members may request a ballot vote. In such case, the President or the presiding officer may set the time, place and method for a ballot vote. The result of the ballot is the resolution of the General Meeting.

6.3.5.8 Members may withdraw their request for a ballot.

6.3.5.9 The President decides any dispute on any vote. The President decides in good faith, and this decision is final.

6.3.6 Failure to Give Notice of Meeting

No action taken at a General Meeting is invalid due to:

- a) accidental omission to give any notice to any Member;
- b) any Member not receiving any notice; or
- c) any error in any notice that does not affect the meaning.

6.3.7 Written Resolution of All the Voting Members

All Voting Members may agree to and sign a resolution. This resolution is as valid as one passed at a General meeting. It is not necessary to give notice or to call a General meeting. The date on the resolution is the date it is passed.

ARTICLE 7 – Governance of the Corporation

7.1 The Board of Directors

7.1.1 Governance and Management of the Corporation

The Board governs and manages the affairs of the Corporation. The Board may hire a paid administrator (General Manager) to carry out management functions under the direction and supervision of the Board.

7.1.2 Powers and Duties of the Board

The Board has the powers of the Corporation, except as stated in *the Act*.

The powers and duties of the Board include:

- a) Promoting the objects of the Corporation;
- b) Promoting membership in the Corporation;
- c) Maintaining and protecting the Corporation's assets and property;
- d) Approving an annual budget for the Corporation;
- e) Paying all expenses for operating and managing the Corporation;
- f) Paying persons for services and protecting persons from debts of the Corporation;
- g) Investing any extra monies;

- h) Financing the operations of the Corporation, and borrowing or raising monies;
- i) Making policies for managing and operating the Corporation;
- j) Approving all contracts for the Corporation;
- k) Maintaining all accounts and financial records of the Corporation;
- l) Appointing legal counsel as necessary;
- m) Making policies, rules and regulations for operating the Corporation and using its facilities and assets;
- n) Selling, disposing of, or mortgaging any or all of the property of the Corporation; and
- a) Without limiting the general responsibility of the Board, delegating its powers and duties to the Executive Committee or the paid administrator of the Corporation.

7.1.3 Composition of the Board

The Board consists of:

- a) Twelve (12) voting Directors, each holding at least one share of common voting stock in the Corporation, elected at the Annual General Meeting from among the Voting Members.

7.1.3.1 No person shall be qualified for election as a Director if he is less than 18 year of age; if he is of unsound mind and has been so found by a court in Canada or elsewhere; if he is not an individual; or if he has the status of bankrupt. A majority of the Directors shall be resident Canadians.

7.1.4 Election of the Directors

7.1.4.1 At the Annual General Meeting of the Corporation, the Voting Members elect the following Directors:

Four (4) Directors; each serving a three (3) year term that ends at the close of the third Annual General Meeting following the Annual General Meeting at which these Directors were elected.

All the Directors whose terms expire at said annual meeting, if qualified, shall be eligible for re-election. The election shall be by resolution. If an election of Directors is not held at the proper time, the incumbent Directors shall continue in office until their successors are elected.

7.1.5 Resignation, Death or Removal of a Director

7.1.5.1 A Director, including the President, may resign from office by giving one (1) months' notice in writing. The resignation takes effect either at the end of the months' notice, or on the date the Board accepts the resignation.

7.1.5.2 Voting Members may remove any Director, including the President, before the end of his term. There must be a majority vote at a Special General Meeting called for this purpose.

7.1.5.3 If there is a vacancy on the Board, the remaining Directors may appoint a Member in good standing to fill that vacancy for the remainder of the term.

7.1.5.4 Where there is a vacancy on the Board, the remaining Directors may exercise all the powers of the Board so long as a quorum remains in office.

7.1.6 Meetings of the Board

7.1.6.1 The Board holds at least eleven (11) meetings each year.

7.1.6.2 The President calls the meetings. The President also calls a meeting if any two (2) Directors make a request in writing and state the business of the meeting.

7.1.6.3 Ten (10) days' notice for Board meetings is mailed to each Board member. There may be five (5) days' notice by telephone, fax, or email. Board Members may waive notice.

The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of

such regular meeting shall be required for any such regular meeting except where *the Act* requires the purpose thereof or the business to be transacted thereat to be specified.

- 7.1.6.4 The quorum for the transaction of business at any meeting of the Board of Directors shall consist of seven (7) Directors.
- 7.1.6.5 If there is no quorum, the President adjourns the meeting to the same time, place, and day of the following week. At least five (5) Directors present at this later meeting is a quorum.
- 7.1.6.6 Each Director, including the President, has one (1) vote. Every question shall be decided by a majority of the votes cast on the question.
- 7.1.6.7 The President does not have second or casting vote in the case of a tie vote. A tie vote means the motion is defeated.
- 7.1.6.8 Meetings of the Board are not open to Members or Shareholders of the Corporation, unless invited by the Board. In this case only Board members may vote. Invited Members or Shareholders are only permitted to participate in a discussion when invited to do so by the Board. A majority of the Board members present may ask any other Members, Shareholders, or other persons present, to leave.
- 7.1.6.9 All Directors may agree to and sign a resolution. This resolution is as valid as one passed at any Board meeting. It is not necessary to give notice or to call a Board meeting. The date on the resolution is the date it is passed.
- 7.1.6.10 A meeting of the Board may be held by a conference call. Directors who participate in this call are considered present for the meeting.
- 7.1.6.11 Irregularities or errors done in good faith do not invalidate acts done by any meeting of the Board.
- 7.1.6.12 A Director may waive formal notice of a meeting.

7.2 Officers

- 7.2.1 The Officers of the Corporation are the President, 1st Vice-President, 2nd Vice President, Secretary and Treasurer.
- 7.2.2 At its first meeting after the Annual General Meeting, the Board elects from among the Directors all Officers for the following year.
 - 7.2.2.1 Provided a quorum of Directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of shareholders at which such board is elected.
- 7.2.3 The Officers hold office until re-elected or until a successor is elected.

7.3 Duties of the Officers of the Corporation

- 7.3.1 The President:
 - Shall be the Chief Executive Officer and, subject to the authority of the Board, shall have general supervision of the business of the Corporation,
 - Supervises the affairs of the Board,
 - When present, chairs all meetings of the Corporation, the Board and the Executive Committee;
 - Is an *ex officio* member of all Committees, except the Nominating Committee;
 - Acts as the spokesperson for the Corporation;
 - Chairs the Executive Committee; and
 - Carries out other duties assigned by the Board.
- 7.3.2 The 1st Vice President:
 - Presides at meetings in the President's absence. If the 1st Vice President is absent, the 2nd Vice President shall preside. If no such Officer is present, the Directors elect a Chairperson for the meeting.

- Replaces the President at various functions when asked to do so by the President or the Board;
- Chairs the Human Resources Committee;
- Is a member of the Executive Committee; and
- Carries out other duties assigned by the Board.

7.3.3 The 2nd Vice President:

- Presides at meetings in the absence of the President and 1st Vice President. If no such Officer is present, the Directors elect a Chairperson for the meeting.
- Chairs the Nominating Committee;
- Is a member of the Executive Committee; and
- Carries out other duties assigned by the Board.

7.3.4 The Secretary:

- Attends all meetings of the Corporation, the Board and the Executive Committee;
- Keeps accurate minutes of these meetings;
- Has charge of the Board's correspondence;
- Makes sure a record of names and addresses of all Members of the Corporation is kept;
- Makes sure all notices of various meetings are sent;
- Keeps the Seal of the Corporation;
- Carries out other duties assigned by the Board.

7.3.5 The Treasurer:

- Makes sure all monies paid to the Corporation are deposited in a financial institution chosen by the Board;
- Makes sure a detailed account of revenues and expenditures is presented to the Board as requested;
- Makes sure an audited statement of the financial position of the Corporation is prepared and presented to the Annual General Meeting;
- Chairs the Finance Committee of the Board;
- Is a member of the Executive Committee; and
- Carries out other duties assigned by the Board.

7.4 Board Committees

7.4.1 Establishing Committees

The Board may appoint committees to advise the Board.

7.4.2 General Procedures for Committees

7.4.2.1 A Board Member chairs each committee created by the Board.

7.4.2.2 The Chairperson calls committee meetings. Each committee:

- records minutes of its meetings;
- distributes these minutes to the committee members and to the Chairpersons of all other committees
- provides reports to each Board meeting at the Board's request.

7.4.2.3 The meeting Notice must be mailed or e-mailed five business days before the scheduled date of the meeting. The notice states the date, place and time of the committee meeting. Committee members may waive notice.

7.4.2.4 A majority of the committee members present at a meeting is a quorum.

7.4.2.5 Each member of the committee, including the Chairperson, has one (1) vote at the committee meeting. The Chairperson does not have a casting vote in case of a tie.

7.5 Standing Committees

The Board establishes these standing committees:

- a) Executive Committee;
- b) Human Resources Committee;
- c) Finance Committee;
- d) Nominating Committee;
- e) Discipline Committee;
- f) Capital Asset Replacement Fund (CARF) Committee;
- g) Golf Course Committee;
- h) Golf Program Committee;
- i) Curling Program Committee;
- j) Marketing & Communications Committee;
- k) House Committee;
- l) Food, Beverage, & Social Committee; and
- m) Membership Committee.

7.5.1 The Executive Committee:

- a) Consists of the President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, and one other Director.
- b) Is responsible for:
 - planning agendas for Board meetings;
 - carrying out emergency and unusual business between Board meetings;
 - reporting to the Board on actions taken between Board meetings;
 - providing organizational direction on behalf of the Board and advising the Board on decisions and business matters ranging from strategy planning, policy, investment and risk; and
 - carrying out other duties as assigned by the Board.
- c) Meets at least four (4) times each year. The meetings are called by the President or on the request of any two (2) other Officers. They must request the President in writing to call a meeting and state the business of the meeting.
- d) All Officers may agree to and sign a resolution. This resolution is as valid as one passed at an Executive Committee meeting. It is not necessary to give notice or to call a meeting of the Executive Committee. The date on the resolution is the date it is passed.
- e) A meeting of the Executive Committee may be held by a conference call. Officers who participate in this call are considered present for the meeting.
- f) Irregularities or errors done in good faith do not invalidate acts done by any meeting of the Executive Committee.
- g) An Officer may waive formal notice of a meeting.

7.5.2 The Human Resources Committee:

- a) Consists of the 1st Vice-President, who is the Chairperson, and two (2) other Members appointed by the Board;
- b) Is responsible for:
 - recommending a job description, qualifications, and performance appraisal system for the General Manager;
 - interviewing applicants for the position of General Manager of the Corporation and recommending an appointment to the Board;
 - recommending policies on personnel to the Board, including recruiting, hiring, evaluation and dismissal, contracts of employment, salary and employee benefits;
 - acting as a mediator for personnel problems;
 - recommending personnel policies for volunteers;
 - reporting on the year's activities at the Annual General Meeting; and
 - carrying out other duties assigned by the board.

7.5.3 The Finance Committee:

- a) Consists of the Treasurer (Finance Director), who is the Chairperson, and two (2) other Members appointed by the Board.
- b) Is responsible for:
 - recommending budget policies to the Board;
 - investigating and making recommendations to the Board for acquiring funds and property;

- recommending policies on disbursing and investing funds to the Board;
- establishing policies for Board and committee expenditures;
- arranging the annual audit of the books;
- reporting on the year's activities at the Annual General Meeting; and
- carrying out other duties assigned by the Board.

7.5.4 The Nominating Committee:

- a) Consists of the 2nd Vice President, who is the Chairperson, and two (2) other Members appointed by the Board.
- b) Is responsible for:
 - preparing a slate of nominees for each vacant Director position;
 - orienting new Board members; and
 - presenting its recommendations to the Annual General Meeting.

7.5.5 The Discipline Committee:

- a) Consists of six (6) Directors of the Club of whom three (3) shall be appointed as Designated Committee Members and three (3) shall be appointed as Alternate Committee Members. At the time of any meeting of the Discipline Committee, a chairman shall be elected from amongst the three (3) Members sitting at that time.
- b) Is responsible for:
 - following Discipline Committee procedures as outlined in Article 5.6;
 - receiving complaints by Members or employees of the Club, concerning an Incident of Misconduct, either in or out of the Club premises;
 - handling investigations regarding misconduct complaints and/or discipline matters;
 - ruling on discipline matters by:
 - Reprimanding a Member;
 - Suspending a Member for any length of time it deems advisable;
 - Expelling a Member
 - reporting to the Board all Discipline Committee decisions;

7.5.6 The Capital Asset Replacement Fund (CARF) Committee:

- a) Consists of the CARF Director, who is the Chairperson, the Finance Director, the Golf Director, and at least three (3) other Members appointed by the Board.
- b) Is responsible for:
 - following the Corporation's Capital Asset Replacement Fund Policy;
 - planning and making recommendations to the Board concerning all eligible capital asset projects at Rossmere, as defined in the CARF Policy;
 - developing short and long term strategies for capital asset projects;
 - making policy recommendations to the Board concerning all aspects of the Capital Asset Replacement Fund; and
 - overseeing and managing the CARF account.

7.5.7 The Golf Course Committee:

- a) Consists of the Golf Director, who is the Chairperson, the Golf Course Superintendent, and two (2) other Members appointed by the Board.
- b) Is responsible for:
 - assisting the Golf Superintendent with the improvement and maintenance of the golf course;
 - developing and implementing short and long-range plans;
 - working with the Golf Superintendent regarding cart-related needs and policies, water conservation, course amenities, etc.
 - The Course – Design: The establishment and updating of a relevant planning guideline for course development setting standards for all foreseen physical changes to the course infrastructure which would then be recommended for the Board consideration;
 - The Course – Maintenance: Reviewing existing maintenance systems and methods as well as keeping updated on current maintenance systems and methods which would be recommended for Board consideration;
 - Maintenance Equipment: The establishment and updating of an inventory of all existing maintenance equipment combined with life expectancy and anticipated replacement cost;

recommendations to the Board for acquiring new equipment and the best way to acquire such equipment (which may be done in conjunction with the Finance Director); and

- Maintenance Staff: Reviewing the current organizational system and recommending changes for Board consideration.

7.5.8 The Golf Program Committee:

- a) Consists of the Course Captain, who is the Chairperson, and two (2) other Members appointed by the Board.
- b) Is responsible for:
 - making recommendations to the Board concerning all aspects of golfing activities at Rossmere other than those areas which fall within the area of responsibility of the Golf Director
 - making policy recommendations to the Board of Directors governing conduct of all golfers, including the review and enforcement of a dress code;
 - making recommendations to the Board of Directors concerning play on the golf course including tee-off and pace of play policies; and
 - ensuring the Club Tournaments are held and that adequate arrangements are in place to ensure that they will be conducted in a proper manner.

7.5.9 The Curling Program Committee:

- a) Consists of the Curling Director, who is the Chairperson, and two (2) other Members appointed by the Board.
- b) Is responsible for:
 - coordinating curling activities at Rossmere;
 - reviewing conditions and maintenance related to curling operations and making recommendations for consideration by the Board of Directors;
 - in conjunction with the Membership Director, making recommendations concerning fees charged for curling at Rossmere for consideration by the Board of Directors;
 - generally representing the interests of persons who curl at Rossmere before the Board of Directors.

7.5.10 The Marketing & Communications Committee:

- a) Consists of the Marketing & Communications Director, who is the Chairperson, and two (2) other Members appointed by the Board.
- b) Is responsible for:
 - developing and maintaining an annual marketing plan;
 - making recommendations to the Board concerning all aspects of marketing and communications at Rossmere; and
 - liaising as necessary with the Head Golf Professional, Golf Program Director, Curling Program Director, Food Beverage and Social Director, Membership Director and General Manager to develop and/or coordinate marketing and communications activities.

7.5.11 The House Committee:

- a) Consists of the House Director, who is the Chairperson, and two (2) other Members appointed by the Board.
- b) Is responsible for:
 - reviewing the on-going and preventative maintenance practices in place to ensure that they are adequate;
 - reviewing the condition of existing facilities and equipment to make recommendations for consideration by the Board of Directors;
 - making recommendations to the Board of Directors respecting new capital acquisitions for the clubhouse facility; and
 - reviewing the physical layout of the clubhouse facility and make recommendations for consideration by the Board of Directors to improve the lay-out, access and appearance of the facility.

7.5.12 The Food, Beverage, & Social Committee:

- a) Consists of the Food, Beverage & Social Director, who is the Chairperson, and two (2) other Members appointed by the Board.
- b) Is responsible for:

- reviewing the food and bar operations, including banquet operations, at Rossmere and where required, making recommendations to the Board of Directors concerning such operations;
- making policy recommendations to the Board of Directors governing conduct of all members and guests, including the review and enforcement of a dress code;
- making suggestions to the General Manager on matters of interest to customers of the food and bar operations including menu items; and
- coordinating a review of the equipment used in food and bar operations and making recommendations to the Board of Directors concerning acquisition of new equipment.
- coordinating all social activities at Rossmere;
- publicizing social events; and
- liaising as necessary with the Head Golf Professional, Golf Program Director, and Curling Program Director to develop and/or coordinate activities that will be of general interest to all categories of membership.

7.5.13 The Membership Committee:

- a) Consists of the Membership Director, who is the Chairperson, and two (2) other Members appointed by the Board.
- b) Is responsible for:
 - reviewing the membership categories for all activities at Rossmere and make recommendations for consideration by the Board of Directors;
 - make recommendations for consideration by the Board of Directors for fees to be charged for all membership categories at Rossmere with curling fees to be recommended in conjunction with the Curling Director;
 - in conjunction with the Marketing & Communications Director, coordinating membership recruitment activities for all categories of membership including advertising;
 - keeping current with membership recruitment activities at competitor clubs; and
 - ensuring that an adequate database system is in place which includes all members.

7.6 Ad-hoc Committees

The Board may establish Ad-hoc committees to perform certain tasks, appoint their members, assign staff persons as non-voting members, prescribe the duties of Ad-hoc Committees and delegate to any Ad-hoc Committee any of its powers, duties and functions except where prohibited by these Bylaws. Such Ad-hoc committees shall be dissolved upon completing their tasks or upon being discharged by the Board.

7.7 The General Manager

7.7.1 The Board may from time to time hire a General Manager who shall be a resident Canadian. If hired, he shall be subject to the authority of the Board, shall have general supervision of the business and affairs of the Corporation; and he shall, subject to the provisions of *the Act*, have such other powers and duties as the Board may specify.

7.7.2 The General Manager reports to and is responsible to the Board, and acts as an advisor to the Board and to all Board Committees. The General Manager does not vote at any meeting.

7.7.3 The General Manager acts as the administrative officer of the board in:

- attending Board, and other meetings, as required;
- hiring, supervising, evaluating and releasing all other paid staff;
- interpreting and applying the Board's policies;
- keeping the Board informed about the affairs of the Corporation;
- maintaining the Corporation's books;
- preparing budgets for Board approval;
- planning programs and services based on the Board's priorities; and
- carrying out other duties assigned by the Board.

7.7.2 The terms of employment and the remuneration of the General Manager shall be determined by the Board of Directors from time to time.

7.8 The Course Captain

7.8.1 The Board may appoint a Course Captain to advise the Board.

7.8.2 The Course Captain, in conjunction with the General Manager and under the general supervision of the Board of Directors, shall be responsible for:

- acting as chairperson of the Golf Program Committee which will consider and make recommendations concerning all aspects of golfing activities at Rossmere other than those areas which fall within the area of responsibility of the Golf Director;
- liaise with the various golf groups including senior and junior golfers;
- make recommendations to the Board of Directors governing conduct of all golfers including the review and enforcement of a dress code;
- make recommendations to the Board of Directors concerning play on the golf course including tee-off and pace of play policies;
- ensuring the Club Tournaments are held and that adequate arrangements are in place to ensure that they will be conducted in a proper manner; and
- liaising as required with the General Manager and the Head Golf Professional to ensure that the interests of golfers at Rossmere are properly represented.

ARTICLE 8 – Finance and other Management Matters

8.1 Finance and Auditing

8.1.1 The fiscal year of the Corporation shall end on October 31 in each year.

8.1.2 There must be an audit of the books, accounts and records of the Corporation at least once each year. A qualified accountant appointed at each Annual General Meeting must do this audit. At each Annual General Meeting of the Corporation, the auditor submits a complete statement of the books for the previous year.

8.2 Seal of the Corporation

8.2.1 The Board may adopt a seal as the Seal of the Corporation.

8.2.2 The Secretary has control and custody of the seal, unless the Board decides otherwise.

8.2.3 The Seal of the Corporation can only be used by Officers authorized by the Board. The Board must pass a motion to name the authorized Officers.

8.3 Cheques and Contracts of the Corporation

8.3.1 The Officers of the Board sign all cheques drawn on the monies of the Corporation. Two signatures are required on all cheques.

8.3.2 All contracts of the Corporation must be signed by two Officers or other persons authorized to do so by resolution of the Board.

8.4 The Keeping and Inspection of the Books and Records of the Corporation.

8.4.1 The Secretary keeps a copy of the Minute Books and records minutes of all meetings of the Members and of the Board.

8.4.2 The Secretary keeps the original Minute Books at the Registered Office of the Corporation. This record contains minutes from all meetings of the Corporation, the Board and the Executive Committee.

8.4.3 The Board keeps and files all necessary books and records of the Corporation as required by the Bylaws or any other statute or laws.

8.4.4 A Member wishing to inspect the books or records of the Corporation must give reasonable notice to the President or the Secretary of the Corporation of his intention to do so.

- 8.4.5** Unless otherwise permitted by the Board, such inspection will take place only at the Registered Office, or other regular business premises operated by the Corporation, during normal business hours.
- 8.4.6** All financial records of the Corporation are open for such inspection by the Members, during normal business hours and with reasonable notice.
- 8.4.7** Other records of the Corporation are also open for inspection, except for records that the Board designates as confidential. Reasonable notice must be provided.
- 8.5 Borrowing Powers**
- 8.5.1** The Corporation may borrow or raise funds to meet its objects and operations. The Board decides the amounts and ways to raise money, including giving or granting security.
- 8.5.2** The Corporation may issue debentures to borrow only by resolution of the Board confirmed by a Special Resolution of the Corporation.
- 8.6 Payments**
- 8.6.1** No Member, Director or Officer of the Corporation receives any payment for his services as a Member, Director or Officer.
- 8.6.2** Reasonable expenses incurred while carrying out duties of the Corporation may be reimbursed upon Board approval.
- 8.7 Protection and Indemnity of Directors and Officers**
- 8.7.1** Each Director or Officer holds office with protection from the Corporation. The Corporation indemnifies each Director or Officer against all costs or charges that result from any act done in his role for the Corporation. The Corporation does not protect any Director or Officer for acts of fraud, dishonesty, or bad faith.
- 8.7.2** No Director or Officer is liable for the acts of any other Director, Officer or employee. No Director or Officer is responsible for any loss or damage due to the bankruptcy, insolvency, or wrongful act of any person, firm or Corporation dealing with the Corporation. No Director or Officer is liable for any loss due to an oversight or error in judgment, or by an act in his role for the Corporation, unless the act is fraud, dishonesty or bad faith.
- 8.7.3** Directors or Officers can rely on the accuracy of any statement or report prepared by the Corporation's independent reviewer. Directors or Officers are not held liable for any loss or damage as a result of acting on that statement or report.

ARTICLE 9 – Shares

9.1 Allotment

- 9.1.1** No share shall be issued until it is fully paid as prescribed by *the Act*.

9.2 Registration of Transfer

- 9.2.1** Subject to the provisions of *the Act*, no transfer of shares shall be registered in the securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the Board may from time to time prescribe upon payment of all applicable taxes and any fees, prescribed by the Board.

9.3 Transfer Agents and Registrars

- 9.3.1** The Board shall maintain a central securities register in the Province of Manitoba and may from time to time appoint a registrar to maintain the securities register and a Transfer Agent to maintain

the Register of transfers but one person may be appointed both Registrar and Transfer Agent. The Board may at any time terminate any such appointment.

9.4 Lien for Indebtedness

9.4.1 The Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, may refuse to register a transfer of the whole or any part of such shares.

9.5 Non-recognition of Trusts

9.5.1 Subject to the provisions of *the Act*, the Corporation shall treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership, irrespective of any indication to the contrary through knowledge or notice or description in the Corporations' records or on the share certificate.

9.6 Share Certificate

9.6.1 Every holder of one or more shares of the Corporation shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgement of his right to obtain a share certificate, stating the number and class or series of share held by him as shown on the securities register. Share certificates and acknowledgements of a shareholder's right to a share certificate, respectively, shall be in such form as the Board shall from time to time approve. Any share certificate shall be signed in accordance with *Section 8.3.2* and need not be under the corporate seal; provided that, unless the Board otherwise determines, certificates representing shares in respect of which a transfer agent and/or registrar has been appointed shall not be valid unless countersigned by or on behalf of such transfer agent and/or registrar. The signature of one of the signing officers or, in the case of share certificates which are not valid unless countersigned by or on behalf of a transfer agent and/or registrar, the signatures of both Signing Officers may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signature of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

9.7 Replacement of Share Certificates

9.7.1 The Board or any officer or agent designated by the Board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, and on such terms as to indemnify, reimbursement of expenses and evidence of loss and of title as the Board may from time to time prescribe, whether generally or in any particular case.

9.8 Deceased Shareholders

9.8.1 In the event of the death of a holder, of any share, the Corporation shall not be required to make any entry in the securities register in respect thereof or make payment of any dividends thereon except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

ARTICLE 10 – Amending the Bylaws

10.1 The Bylaws may be cancelled, altered or added to by a Special Resolution at any Annual General Meeting or Special Meeting of the Corporation.

10.2 The twenty-one (21) days' notice of the Annual General Meeting or Special Meeting of the Corporation must include details of the proposed resolution to change the Bylaws.

- 10.3** The amended Bylaws take effect after approval of the Special Resolution at the Annual General Meeting or Special Meeting of the Corporation.

ARTICLE 11 – Distributing Assets and Dissolving the Corporation

- 11.1** The Corporation does not pay any dividends or distribute its property among its Shareholders or Members.
- 11.2** If the Corporation is dissolved, any funds or assets remaining after paying all debts and obligations are to be paid to a non-profit organization with objects that have objects similar to those of Rossmere Golf & Country Club.
- 11.3** Members are to select the organization to receive the assets by special resolution. In no event do any Shareholders or Members receive any assets of the Corporation.

ARTICLE 12 – Policies

- 12.1** The appendices attached to these bylaws are the working policies of Rossmere Golf & Country Club. They shall be considered binding on all members. The policies of Rossmere Golf & Country Club may be amended by a majority vote of the Board subject to ratification at the next General Meeting.

Revised January 18, 2016



ROSSMERE GOLF & COUNTRY CLUB LIMITED

**POLICIES & PROCEDURES
GENERAL HANDBOOK**

Revised September 2018

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These are the working policies of Rossmere Golf & Country Club. They shall be considered binding on all Staff, Board of Directors, Shareholders and Members, where applicable.

Section 1 - Membership

1.1 Application Form

All persons wishing to become a Member must complete and submit the current Membership Application form along with the payment for the category chosen. Upon acceptance by the Board of Directors, the applicant will achieve Member status. Membership dues must be paid annually for all categories below to maintain membership status.

1.2 Honorary Life Member

- a) An Honorary Member shall be any current or formerly active member who has shown dedication and outstanding contribution to the Corporation.
- b) An Honorary Member shall have all rights and privileges of Full Members but shall not be required to pay any membership fees.
- c) An Honorary Life Member shall be entitled to a vote at meetings of the Corporation, but shall not hold office as a voting member of the Board.
- d) An individual may become an Honorary Life Member if the Voting Members at a General Meeting pass a resolution recognizing the contributions of the individual to the Corporation or its objects.

1.3 Oak Member - Unrestricted playing privileges - may play at any time of any day. May book tee times up to 14 days in advance. May have a set tee time allocated for Saturday, Sunday and Holiday mornings.

1.4 Aspen Member - Unrestricted playing privileges on Monday through Friday (except holidays). May tee off after 11:00 a.m. on Saturdays, Sundays and Holidays. May book tee times up to 12 days in advance.

1.5 Young Oak Member - Those who are less than 40 years of age as of January 1st of the season year. Playing privileges are the same as an Oak Member.

1.6 Young Aspen Member - Those who are less than 40 years of age as of January 1st of the season year. Playing privileges are the same as an Aspen Member.

1.7 Junior Member - Those who are 19 years of age prior to September 30th of the season year and older than 12 years of age as of May 1st of the season year.

Juniors may tee off at the following times:

- Monday to Friday (except holidays) – outside school year, between 10:00 a.m. and 3:30 p.m. and after 5:30 p.m.
- Monday to Friday (except holidays) – during school year, between 10:00 a.m. and 4:00 p.m. and after 5:30 p.m.
- Saturday, Sundays, and holidays – after 11:30 a.m.

May book tee times up to 10 days in advance.

Note: Some 18-year-olds may be eligible for MGA/MLGA events

1.8 Senior Member – Those who are 55 years of age or older as of January 1st of the season year. Playing privileges are the same as an Aspen Member.

1.9 Corporate Membership

To qualify for a corporate membership the company must be registered under the laws of Manitoba or Canada and must be approved for membership by the General Manager and Board of Directors of Rossmere. The company must have a minimum of three employees on the company payroll.

Option I – Corporate Gold

Qualified companies register five (5) employees with Gold Cards that entitle each registered employee to play a max of 18 holes of golf once a day.

Five registered employees have same play and booking privileges as Oak members. Proof of employment mandatory and subject to Board approval.

Option II – Corporate Silver

One Oak Membership and 50 Corporate Green Fee Passes (50 games/season). Option to purchase additional passes throughout the season. Pass holders may book 14 days in advance. Pass holders may book a tee time after 11:00 a.m. on Saturdays, Sundays and Holidays.

Option III – Corporate Bronze

- Bronze Level 1 – 24 Corporate Green Fee Passes (24 games/season).
- Bronze Level 2 – 48 Corporate Green Fee Passes (48 games/season).
- Bronze Level 3 – 96 Corporate Green Fee Passes (96 games/season).

Option to purchase additional passes throughout the season. Pass holders may book 12 days in advance. Pass holders may book a tee time after 11:00 a.m. on Saturdays, Sundays and Holidays.

1.10 Family Membership

A. Family Membership

- If one or two parents are active golfing shareholders (Oak and/or Aspen members), then discounted golf dues at 50% off the Junior Membership Fees are available for their children (under the age of 19)
- Option not available to Corporate Members
- Family still gets the spousal discount of \$250.00
- Normal restrictions on Junior tee times and booking privileges apply to children in this membership category

B. Student Membership:

- To qualify for this rate, the young adult (19-24) must be living at home and be enrolled full or part-time in school
- Option not available to Corporate Members
- Young Aspen category play restrictions and booking privileges apply

1.11 Men's League

As stipulated by the Course Captain, and run by the Pro Shop, Men's League will consist of a team match play competition. Eligible membership categories include: Oak, Aspen, Young Golfers, Students, Corporate and Group Associate.

1.12 Night League

- Monday League players may tee off on Mondays between 5:00 p.m. - 6:30 p.m.
- Wednesday League players may tee off on Wednesdays between 5:00 p.m. - 6:30 p.m.
- Both Monday and Wednesday league players restricted to 9 holes of golf
- Tee time booking system is determined in consultation with the Pro Shop and Night League Committee at the start of the season.
- Night League golfers receive Aspen booking privileges outside of their normal weekly golf.

1.13 Group Associate Membership

- Two (2) Tiers of the Group Membership category:
 - Group 100
 - The group will receive 100 Golf Passes for the current season
 - Group 50
 - The group will receive 50 Golf Passes for the current season
- Maximum 5 members / minimum 3 members registered
- Aspen membership privileges
- No share or initiation fee required.

- Members will be allowed to participate in club golf tournaments at the applicable entry fee, plus a golf pass when the event is a “play your own ball format”. As well, to participate in a club golf tournament, Group Associate Members must register for the Golf Manitoba & RCGA handicap program. Male Group Associate Members may participate in the Club Championship, however, they are not eligible to play in the Championship Flight. Female Group Associate Members are eligible to play in the Ladies Club Championship.
- Group Associate Membership golf passes will include the individuals name and will be non-transferable (i.e. cannot be redeemed by any other person or guest)
- Group Associate Membership golf passes are not required to be issued evenly within the group, however, each registered individual within a Group Associate Membership must receive a minimum of 15% of the group’s golf passes, and a maximum of 50%.
- Golf passes will be issued upon full payment of the Group Associate Membership cost.
- Full Group Associate Membership fees must be paid annually in order to redeem any unused passes from current seasons.
- Additional passes cannot be purchased after the 100 or 50 original passes for the year.
- The following services are available to all individuals participating in a Group Associate Membership: Club Storage & Cleaning (\$114); Locker (\$25) and Golf Manitoba/RCGA Handicap Program (\$25), all tax included (prices per annum).

1.14 Special or Introductory Membership

From time to time, at the discretion of the Board, the Club may offer special or introductory memberships to help attract or retain members.

1.15 Annual Golf Dues & Share Maintenance Fee

Annual golf dues for Oak, Aspen, Young Oak, Young Aspen, **Senior** and Corporate memberships include club storage and cleaning, locker, handicap computer access, driving range, pull-cart usage and annual Manitoba Golf Association fees.

Individuals participating in the Group Associate Membership are subject to the above services for a fee. The use of the driving range facilities is available free on the day of play.

There is an annual share maintenance fee of \$125.00, including GST. This is billed each November and payment is due by December 31st. This fee serves to keep your share in good standing. A member may take a leave of absence from golf in any year and maintain their shareholder status by ensuring the share maintenance fee is paid annually.

1.16 Number of Memberships per Category

At the direction of the Board, there will be set limits for the number of members in each category.

1.17 Transfer of Membership Category

Should a Member determine that they need to change from one membership category to another, they may apply to the General Manager who will consider the reasons for the request. Any changes allowed may be subject to use of privileges to date.

1.18 Membership Credit Policy / Leave of Absence

This policy was approved to establish a process for members, the General Manager, the Membership Committee and the Board of Directors to follow when a member requests a credit of their current membership due to health reasons. This policy pertains to golf dues only, the club’s share maintenance and CARF fees are not refundable. A member that has participated in 90 days of a golf season is not eligible for a membership dues credit. A Rossmere member may, at any time prior to September 1st in each golf year submit a letter to the club’s Membership Committee, c/o the club’s General Manager requesting that, due to medical reasons, a portion of their current membership dues be credited towards their dues for the following season.

1.19 Member Hole-In-One Recognition

The Club will recognize any member playing the golf course who scores a hole-in-one during a complete round of golf in which the hole-in-one is scored (inclement weather excepted). The hole-in-one must be verified by at least one other player who witnessed the shot.

Section 2 – Clubhouse Operations

2.1 Display of Posters, Notices, Bulletins, Information Items

Posters, notices, bulletins, information items and other such materials shall only be placed on bulletin boards or on, or in, other structures specifically provided for that purpose. No material will be posted on any of the notice boards either in the Clubhouse or in the Pro Shop without the express permission of the Marketing & Communications Director or the General Manager. This policy is applicable to the Clubhouse, all buildings adjacent to the Clubhouse, Pro Shop, and all on-course structures including washrooms, tee box signs, and fences.

2.2 Locker Room and Showers

Locker rooms and showers are available for the use of Members and their Guests.

2.3 Legacy Locker Room

Legacy Lockers are available by applying through the General Manager. Members wishing to relinquish their locker receive payment from the first member on the waiting list. Name plaques remain on the lockers perpetually, unless original payment is relinquished.

2.4 Licenses – Liquor, Food

- The General Manager shall apply annually for a Service License from the Liquor and Gaming Authority of Manitoba, in the appropriate category, to allow for the serving of liquor and food in the Clubhouse and on the Golf Course, as approved by the Board. The authorization to apply for renewal of the club's liquor license is voted on at the Annual General Meeting of the Club.

2.4.1 Alcohol Serving Limits - All staff who are involved in the sale and service of liquor are required to have their Smart Choices certificate from the Manitoba Tourism Education Council before beginning employment. They have a requirement under the law to prevent over-serving and shall stop service where they believe someone has had enough to drink.

2.5 Safety and Emergency

Fire extinguishers and first aid kits will be located in the Clubhouse, the Pro Shop and Maintenance Facility and all staff will be trained in their use.

An Automated External Defibrillator (AED) will be located in the Clubhouse. All staff will be required to complete a safety orientation session, and a signed record of that will be kept in their personnel file.

All staff required to work with or around hazardous materials will complete a Workplace Hazardous Materials Information System (WHMIS) course prior to commencing that work. Appropriate personal protective equipment (PPE) will be provided by the Club and worn as required.

Management will develop and post evacuation procedures for use in emergencies as required for all Club buildings. All staff must become familiar with the procedures.

2.6 Facility Use

Members and non-members may rent the Clubhouse for private functions by contacting the General Manager or designate. Bookings cannot include food or beverages not purchased from Rossmere Country Club unless approved by Management. Board approval may be required for some functions (e.g. socials, showers or stag nights).

2.7 Non-Smoking

All areas within the Clubhouse, Pro Shop, on-course washrooms and Maintenance Buildings shall be non-smoking and fully enforced. Smoking shall be permitted in the designated area(s) in accordance with applicable provincial and civic regulation. Electronic cigarettes will be considered equivalent to regular cigarettes and subject to the same restrictions.

2.8 Animals Prohibited

Except in the case of service dogs, animals shall not be permitted in the Clubhouse.

2.9 Areas off Limits to Members and Guests

Unless authorized by management (in special circumstances), members and guests are prohibited behind the bar, in the kitchen and in other employee and operational areas in the Clubhouse, as defined by management.

Section 3 – Golf Course Operations

3.1 Soft Spike Facility

The Club is a soft spike facility which shall apply to all play on the golf course. Non-golf shoes with soft soles may be worn in place of soft spikes. The Pro Shop has final say over appropriate footwear.

3.2 Individual Set of Clubs

Sharing of golf clubs on the course is prohibited. Each golfer must have a set of clubs exclusively for their own use. This includes any member or non-member who plays a round of golf at the Club, including outside tournaments.

3.3 Power Cart Use and Restrictions

In normal conditions, power carts must be operated as follows:

- power and pull carts must not be driven closer than 30 feet from the edge of a green
- at and around greens and tee boxes power carts must be kept on the cart path at all times;
- all par 3 holes are cart path only. When and where the “Cart Path Only” rule is established and posted, power carts must be driven on the cart paths only. Exemption from the restrictions of the power cart use policy based on physical qualifications may be approved and granted by the Pro Shop.

3.4 Opening and Closing Dates

The dates for the Opening and Closing Days for play on the golf course will be set by mutual agreement between the Course Captain and the General Manager, in consultation with the Pro-Shop, based on the condition of the course and expected weather conditions.

3.5 Frost Delay / Rain Day / Power Cart Decisions

The closing of the course due to frost or inclement weather, and power cart restrictions, will be at the discretion of the Golf Course Superintendent and General Manager, or designate.

3.6 Divot Mix Use

Divot mix will be available at the first tee and at sites throughout the course. Players are encouraged to use the mix to repair any damage to the course caused by their stroke and others.

3.7 Sand Trap Rakes

Rakes will be placed outside the sand trap. Players shall rake the trap smooth after playing from it.

3.8 Cutting-In Prohibited

Players shall play the course starting at the first tee and continuing in order from #1 to #18 unless permitted by the Pro Shop to start on #10 or #11. ‘Skipping’ a hole or ‘cutting in’ is strictly prohibited.

3.9 Pets Prohibited

Except in the case of service dogs, pets shall not be permitted on the golf course or the practice range.

3.10 Sunflower (and other unshelled) Seeds and Nuts Prohibited

Shelled seeds and nuts are prohibited on the golf course and practice range at all times.

3.11 Course Maintenance Work

When course maintenance work is being done, golfers are to avoid playing up to, into, around or over the workers, unless explicitly directed to do so by the workers, and it is safe to do so. The workers have priority on the golf course.

3.12 Local Rules

1. No starting on the 10th tee without permission from the Pro Shop and holes must be played in proper sequence.
2. Protection of young trees identified by a band, marker or stake. If such a tree interferes with a player's stance or the area of intended swing, the ball must be lifted, without penalty, and dropped within one club-length of the nearest point of relief not nearer the hole in accordance with Rule 24-2b(i).
3. French drains are immovable obstructions and if the ball lies in a French drain or the French drain interferes with the player's stance or area of intended swing, the ball may be lifted, without penalty through the green, and dropped within one club-length of the nearest point of relief not nearer the hole in accordance with Rule 24-2b(i).
4. R.C.G.A. Rules prevail.
5. WHITE STAKES: Out of Bounds
RED STAKES: Lateral Water Hazard
YELLOW STAKES: Water Hazard
RED FLAGS: Front of green
WHITE FLAGS: Middle of green
BLUE FLAGS: Back of green

Section 4 – Pro-Shop & Golf Services

4.1 Golfer Registration and Check In

Members & Guests must check in with the Pro Shop prior to their tee time. This includes Green Fee players as well as Members and Guests.

4.2 Membership Bag Tag

Membership bag tags must be attached to the set of clubs and made available to the Pro shop or designate on request. Green Fee receipts provided by the Pro Shop must be made available to the Starters and Marshals on request. A Pro Shop Designate also has the right to request a Green Fee player to produce their receipt for verification of both their fee and any cart or club rentals.

4.3 Club and Cart Rentals

Golf clubs and power carts are available for rent at the Pro Shop. Members wanting clubs or power carts must rent them from the Pro Shop. These are not included in membership fees. Seasonal rentals and cart packages are available from the Pro Shop. Starters and marshals have the right to inspect the bag tags for verification.

4.4 Club Storage

Club storage is included in the membership dues of Rossmere Country Club. Club storage includes cleaning and the use of a pull cart for the season. Group Associate and Night League's may purchase club storage through the Pro Shop. Storage for personal power carts is not available.

4.5 Practice Facility Rules

The practice range & facilities are available free of charge to Members and Guests, and all tournament players.

Putting and Chipping Green (east of clubhouse)

1. Putting and chipping only
2. No pitching or flop shots
3. Practice Pitching Green and Bunkers (back of driving range). Access to the back of the range is down the south side of the 18th fairway. Back of the range usage is limited and scheduled through the Pro Shop.

Driving Range

- Adhere to posted “bell ringing” procedures
- Golfers will adhere to the rules of the range based on the given day of the week. Usage of the grass tee deck is based on the stations set up the Golf Course Superintendent.
- Driving Range Hours: 7am to 2 hours before sunset. **Contact** the Pro Shop for current driving range hours.
- Driving range Mats are in use Monday to Wednesday. Grass Tee deck available Thursday to Sunday.

Golfers playing 16 or 18

1. Adhere to posted “bell ringing” procedures
2. Rules violation may result in suspension of privileges

4.6 Starters and Marshals

The General Manager shall select individuals to fulfill the functions as Starters and Course Marshals. These positions are voluntary and require specific skills and training to deal with members and the public. Starters have the responsibility to keep the tee times on schedule and have the authority to put singles and pairs together to maximize play. Marshals have the responsibility to maintain pace of play on the course, and ensure that members and guests are using the course properly. In the event of slow play, a Marshal may direct a slow group to skip a hole to speed up the pace of play. In the event of disruptive or abusive behaviour, the Marshall has the responsibility to ask offending players to leave.

Both Starters and Marshals have an obligation to report all serious or repeat infractions to the Pro Shop.

4.7 Pace of Play

Expected Pace of Play is 4 hours and 20 minutes.

1. The expected pace of play per hole is 14 minutes.
2. If your group has fallen out of position you will be notified by the Marshall, Starter, and/or Pro-Shop staff.
3. If still out of position, your group will be notified that improvement must be made or your group will be moved into position.
4. If improvement has not been made your group will be moved into position by the Course Assistant.

If pace play continues to be an issue with member groups, the golf shop will notify the Course Captain. At which time, the Board of Directors will notify offending groups about future course of actions.

4.8 Emergency Weather Warning

In the case of inclement weather and/or the possibility of lightning, the Pro Shop will sound an audible warning with an air horn. Players will seek shelter until the horn is sounded a second time to indicate that the danger has passed.

Section 5 – Playing Privileges and Restrictions: Members, Guests, Public

5.1 Play Prior To Opening Tee-Time

No Member shall be allowed to play prior to the first tee-time of the day unless approved by the Pro Shop. Where a Member is approved to play prior to the opening tee time of the day, the Member shall yield to the course maintenance staff in all respects, even if it means not completing a hole.

5.2 Group Size

Where necessary at busy times to get players on the course, the Pro-Shop Staff may put players together to form full groups. Group sizes up to a five-some shall be permitted for Members and Guests only.

5.3 Guest Restrictions

A Guest must play in the same group as a Member. The maximum number of guests that a Member may book at one time shall be three (3). One person can play as a guest a maximum of 6 rounds at prime times in one year. If this number is exceeded, guest privileges are denied and the person is subject to the rules and restrictions that apply to a casual golfer.

5.4 Oak Member - No playing restrictions - may play at any time of any day. May book tee times up to 14 days in advance. May have a set tee time allocated for Saturday, Sunday and Holiday mornings. Please contact Pro-Shop for further details.

5.5 Aspen Member - No playing restrictions on Mondays through Fridays. May tee off after 11:00 a.m. on Saturdays, Sundays and Holidays. May book tee times up to 12 days in advance.

5.6 Young Oak Member - No playing restrictions - may play at any time of any day. May book tee times up to 14 days in advance.

5.7 Young Aspen Member - No playing restrictions Mondays through Fridays. May tee off after 11:00 a.m. on Saturdays, Sundays and Holidays. May book tee times up to 12 days in advance.

5.8 Junior Member -

Juniors may tee off at the following times:

- Monday to Friday (except holidays) – outside school year, between 10:00 a.m. and 3:30 p.m. and after 5:30 p.m.
- Monday to Friday (except holidays) – during school year, between 10:00 a.m. and 4:00 p.m. and after 5:30 p.m.
- Saturday, Sundays, and holidays – after 11:30 a.m.

May book tee times up to 10 days in advance.

Note: Some 18-year-olds may be eligible for MGA/MLGA events

5.9 Senior Member – Unrestricted playing privileges on Monday through Friday (except holidays). May tee off after 11:00 a.m. on Saturdays, Sundays and Holidays. May book tee times up to 12 days in advance

5.10 Corporate Membership

Option I – Corporate Gold

Five registered employees have same play and booking privileges as Oak members.

Option II – Corporate Silver

Oak Member has no playing restrictions and may book 14 days in advance.

Pass holders may book 12 days in advance. Pass holders may book a tee time after 11:00 am on Saturdays, Sundays and Holidays.

Option III – Corporate Bronze

Pass holders may book 12 days in advance. Pass holders may book a tee time after 11:00 am on Saturdays, Sundays and Holidays.

5.11 Student Membership

- Young Aspen category play restrictions and booking privileges apply

5.12 Men's League

As stipulated by the Course Captain, and run by the Pro Shop, Men's League will consist of a team match play competition. Eligible membership categories include: Oak, Aspen, Young Golfers, Students, Corporate and Group Associate.

5.13 Night League

- Monday League players may tee off on Mondays between 5:00 p.m. - 6:30 p.m.
- Wednesday League players may tee off on Wednesdays between 5:00 p.m. - 6:30 p.m.
- Both Monday and Wednesday league players restricted to 9 holes of golf
- Tee time booking system is determined in consultation with the Pro Shop and Night League Committee at the start of the season.
- Night League golfers receive Aspen booking privileges outside of their normal weekly golf.

5.14 Group Associate Membership

- Same play restrictions and booking privileges as Aspen category

5.15 Staff

All Maintenance, Clubhouse and Pro Shop staff will be extended unrestricted playing privileges, tee times permitting, as long as they continue to work for the Club.

5.16 Interclub Events

- All Members in good standing with the Club including: Oak, Aspen, Corporate, Junior, Young and Student memberships are eligible to qualify to participate in Interclub events in their respective categories.

5.17 Professional Golf and Superintendent Association Members

Members of a provincial, state or national Professional Golf or Superintendent Association are entitled to play at Rossmere Country Club at no cost at any time, tee times permitting.

5.18 Prime Time Defined

Prime Time golfing is designated as those times when casual green fee players are not eligible to play:

- Monday to Friday – prior to 10:00am
- Monday to Friday – after 3:00pm
- Saturday, Sunday, & Holidays – prior to 11:00am

5.19 Club Championship

- Eligibility Male and Female, Junior, Student, Seniors, Corporate and Young Golfers in good standing with the Club shall be eligible to enter and participate in the Club Championship. Junior and Senior Members are eligible to win the Club Championship of Rossmere Country Club.
- Staff Members are eligible to play in Member events for a fee created by the Management Team; but they are unable to win prizes in these events.

Section 6 – Tee-Time Booking Operations: Privileges and Restrictions

6.1 Tee Time Intervals

Starting times from the first tee will usually be set at 7/8-minute intervals. However, player capability and weather conditions may cause some temporary disruptions to that sequence.

6.2 Tournament Start Options

The Course Captain and General Manager will determine the starting requirements for scheduled tournaments.

Regular Tee Time - A regular tee time start is ideal for smaller golf tournaments as it allows everyone in the group to start play with their foursome from the same hole. An eight-minute tee time interval is used to allow each group to advance through the course. There will be approximately one hour between the first and last group.

Shotgun Start - A shotgun start begins each group of players on a different hole. Players tee off simultaneously from different holes, helping to ensure players finish their rounds within the same time frame.

Modified Shotgun Start - A modified shotgun start is ideal for smaller groups without enough players to fill the entire course. Similar to a shotgun start each group of players starts on a different hole helping to ensure that players finish their rounds within the same time frame.

Two Tee Start With Crossover - A two tee crossover start, starts half of your group on hole #1 and hole #10 simultaneously. An 7/8-minute tee time interval is used on both holes helping to ensure your group finishes their rounds within a closer time frame.

6.3 Tee Time Booking – Members, Public

Members may book their tee-times up to 14/12/10 days in advance, depending on category, either online or by calling the Pro Shop. Public players may book up to 7 days in advance by phone or 10 days in advance online.

6.4 Member Group Tee Time Booking

There are a number of playing groups that have multiple tee times that they are responsible for. Booking for those times can be made up to 14/12 days in advance, depending on category, by using the available online service, or by calling the Pro Shop.

6.5 Member No Show / Late Cancellation

Members who book a tee time and fail to use that time are wasting a valuable resource of the Club. Members not able to make their tee time should advise the Pro Shop by calling them at least 4 hours in advance so that the time could be opened back up for others. Failure to do that could result in a verbal warning for the first offence, a written warning for the second, and a possible loss of booking privileges for the third of up to a month.

Section 7 – Tournaments and Tournament Play: Privileges and Restrictions

7.1 Member and Non-Member Golf Events

The Course Captain, together with the General Manager, must approve the scheduling and format of all member and non-member golf events. Exceptions must be approved by the Board.

7.2 Scheduling and Posting Requirements

Member and non-member golf event notices will be posted online at Rossmere.ca in the Event Calendar.

7.3 Major/Minor Corporate/Private Tournaments and Member Tournaments

Definitions:

Major Corporate/Private Tournament: a tournament that the club hosts that has a minimum of 80 golfers, plays in a shot start format at a time that allows the members to also have a shotgun start that same day. At minimum, major/ private corporate tournaments shall utilize the club's banquet catering service following play. Although members may be involved, this is an event that is considered a non-member event and is open to the public.

Minor Corporate/Private Tournament: a tournament that the club hosts that have a maximum of 79 golfers, plays in a progressive time format during the club's public teeing times or a back-nine shotgun start. At minimum, minor/private corporate tournaments shall utilize the club's

banquet catering service following play. Although members may be involved, this is an event that is considered a non-member event and is open to the public.

Member Tournament: a tournament for members that has been approved by the Board of Directors.

The General Manager may approve the booking of a maximum of 15 Major Corporate/ Private tournaments per season. There shall be no more than 8 Major Corporate/Private tournaments in any one month, and 3 scheduled for one week shall not happen anymore than twice during one season, without the approval of the Board of Directors. Major Corporate/Private tournaments may not be booked on weekends and holidays, without the approval of the Board of Directors. The manager will do the utmost to book Major Corporate/Private tournaments on Mondays and Wednesdays, however Major Corporate/Private tournaments shall not be limited to Mondays and Wednesdays.

The General Manager may approve the booking of any number of Minor Corporate/Private tournaments. Minor Corporate/Private tournaments must tee-off during public play times or a back-nine shotgun start. The manager will do the utmost to book Minor Corporate/ Private tournaments on Mondays, Tuesdays, Wednesday's and Thursdays, however Minor Corporate/Private tournaments shall not be limited to these days.

Member tournaments are not subject to the rates and booking parameters of Major and Minor Corporate/Private tournaments. Member tournaments may be scheduled and priced by the manager within the parameters approved by the club's Board of Directors.

7.4 Member Representation in Official Events

All Members in good standing with the Club are members of the provincial and national programs. Therefore, they may represent the Club in official events sponsored by Golf Manitoba or Golf Canada, but at their own cost.

Section 8 – Member and Staff Relations

8.1 Job Descriptions

The Board will review and maintain job descriptions for every paid and volunteer position at the Club. These descriptions will contain a position summary, duties and responsibilities, reporting and supervisory lines, and information about any machinery, equipment knowledge or skills required.

8.2 Member and Staff Relations

Rossmere Country Club strives to meet all aspects of a Respectful Workplace. That includes keeping our staff safe from the hazards of their duties and preventing any harassment or violence in the workplace. It also means keeping a harassment and discrimination free place for members to enjoy the Club. This means that all Members will be required to treat staff, members and guests with dignity and respect, and the same for the staff of the Members and guests. There is zero tolerance for violations of the respectful workplace policy. Incidents will be investigated and corrective action, from warnings to dismissal, as approved by the Board, will be taken.

8.3 Harassment

Harassment in the workplace is a form of discrimination and therefore an unlawful employment practice in the Province of Manitoba. Rossmere Country Club believes that each employee has the right to work in an environment that respects their dignity and well-being. Rossmere Country Club is also accountable for any proven harassment by its employees. Consequently, harassment is neither acceptable nor tolerable behaviour in the organization.

Rossmere Country Club recognizes that harassment and discrimination in its various forms violate not only the rights of the victim but also the fundamental values of Rossmere Country Club including the value it places on high standards of personal and professional integrity and responsibility.

Accordingly, all members of Rossmere Country Club have a responsibility to contribute to promoting an environment in which harassment does not occur.

Harassment is defined as unwelcome and offensive comments, behaviours or actions that offend, abuse, humiliate, demean or cause loss of dignity. In the workplace, the end result of such conduct will ultimately be an intimidating, hostile or offensive working environment.

Comments or actions will constitute personal harassment if used to discriminate on the basis of ancestry, race, ethnic or national origin, nationality, political belief, association or activity, religion or creed, family status, sex (including pregnancy), age, marital or parental status, source of income, sexual orientation, place of residence, physical or mental disability (providing such disability does not preclude the employee from performing the normal functions of the job), or membership.

Personal harassment may be defined as repeated unconstructive, intentional and offensive comments or action designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect to substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Comments or actions which constitute sexual harassment include but are not limited to: verbal abuse; remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, etc.; displaying of pornographic, offensive or derogatory pictures; practical jokes which cause awkwardness or embarrassment; invitations or requests whether indirect, explicit or intimidating; leering or other gestures; demands for sexual favours; unnecessary physical contact such as touching, patting, pinching, hugging, punching; physical assault; sexual coercion where an employee who refuses to submit to a social or sexual demand is penalized by loss of a job, raise, or other employment benefit.

Management has the dual responsibility of not only preventing harassment in the work place but also responding immediately to stop any activity that undermines this protocol, regardless of whether a complaint has been filed. It is also their responsibility to ensure any written complaint filed by an employee is investigated in an expeditious and confidential manner.

Employees have the right and are encouraged to take direct assertive action should they experience harassment. Employees are supported to tell the alleged offender that their behaviour is offensive and unwelcome and that they should immediately stop such behaviour. If unsuccessful in their attempts to stop the perceived harassment, complaints will be submitted to the General Manager and/or chair of the Disciplinary Committee. The General Manager will inform the alleged offender that a complaint has been submitted, that they should stop the behaviour identified as offensive, and that the matter will be immediately investigated.

8.4 Alcohol

It is the policy of Rossmere Country Club that the responsibility for the conduct of each member and any guests (including public players) with respect to the consumption of alcoholic beverages while on the premises of the club and in operating motor vehicles following such consumption, lies with the individual member and guest. The responsibility is not the Club's and shall not be assumed by the Club.

Members and guests are expected to conduct themselves, in respect to such consumption of alcohol, with due regard for the common good of the Club, the rights, feelings and safety of other members, their guests, other public players, and the service staff.

In accordance with its legal obligations under the Liquor Control Act of Manitoba, the Club shall instruct each of its employees who serve alcoholic beverages to refuse to serve these beverages to any person requesting this service who is in apparent violation of the law.

Whenever a person requesting this service appears to have consumed alcohol to a point of creating a potential danger or inconvenience to themselves or others within the Club premises or those outside the Club premises, they shall also be refused service. Disorderly persons shall be asked to leave the Club premises.

It is imperative that the unrestricted judgement of the Club's employee must govern. Such refusal shall always be respected and complied with by the members and their guests, and other persons on the premises without adverse comment or breach of the normal decorum expected of Club members.

Any person who feels that he or she or a guest has been offended by a refusal of service of alcohol by an employee of the Club is invited to place that grievance before the Board of Directors, through the office of the Club's General Manager, in writing.

Section 9 – Financial Administration and Management

9.1 Membership Fees to be Set Annually

The membership fees and assessment fees for all categories must be determined by the Board prior to the start of each new fiscal year.

9.2 Signing Authority Limits

Funds shall be withdrawn from account only upon the signatures of two such officers or other agents as, by virtue of their office, or by other special designation of the Board. No signature authorization card shall be filed with any bank or depository, or permitted to remain on file with any bank or depository, except in compliance with authorization of the Board of Directors.

9.3 Use of Personal Vehicle

Any use of a staff member's personal vehicle for golf course business must be approved by the General Manager or the Board. Any incidental expenses incurred during such use will be reimbursed by the Golf Club.

9.4 Member House Account Policy

This policy requires members to be diligent in remitting payments on their house account. Members are reminded that house accounts are payable in full every month. Offenders will be notified, with repeat offenders having their charging privileges reviewed, and possibly suspended. The Club reserves the right to automatically charge the member's credit card on file should the member's house account exceed 6 months of non-payment/arrears.

9.5 Reservation, Deposit and Payment Policies

Golf Tournament or Clubhouse event refunds on tournament or Club event green fees will not be made except when the golf course is officially closed due to inclement weather or other adverse conditions. If the golf course is closed prior to, or during a tournament, green fees for those who have not commenced play will be refunded or tournament day rescheduled. Others may be issued a prorated credit.

9.6 Refunds and Rain-checks

Refunds or rain-checks on green fees will not be made except when the golf course is officially closed due to inclement weather, adverse conditions, or otherwise approved by the Club Professional or General Manager. Players having completed 10 or more holes may not be entitled to a rain check.

9.7 Discounts – Staff, Board

All Club staff including Pro Shop staff (excluding Board Members) shall be entitled to a discount on food and drink purchased in the restaurant. This discount is set annually by the Board, upon recommendation of the General Manager. It does not include liquor.

9.8 Banking

All banking institutions used by the Rossmere Country Club business must be pre-approved by the Board. The President and the Treasurer will be the primary contacts and signing authorities for all Club and Bank contractual agreements. However, all Officers of the Board may sign all cheques drawn on the monies of the Corporation. Two signatures are required on all cheques.

The Board will determine the type and number of accounts required to conduct Club business.

9.9 Capital Assets Replacement Fund – Clubhouse (“Clubhouse CARF”)

CARF funded projects shall be consistent with the following criteria:

- 1) Projects eligible for funding under Clubhouse CARF shall be capital works or major replacements or improvements or additions to the existing Clubhouse and related bricks and mortar facilities with a minimum value of \$5,000. The following are examples of eligible projects:
 - a. Additions, replacements, repairs and improvements, including but not limited to structural, mechanical, plumbing, electrical, and cosmetic upgrades (including that of food and beverage related additions, replacements, repairs and improvements) to the physical facilities and systems of the Clubhouse, pro shop, curling rink and other outbuildings, not related to golf course maintenance.
 - b. Other improvements, including but not limited to the operations of access roads, parking lot, and other capital assets.
 - c. New construction projects related to all aspects of operations.
- 2) Projects not eligible for funding under Clubhouse CARF shall be capital works or improvements with a value of less than \$5,000. The following are examples of ineligible projects:
 - a. Operations, including day to day or month to month expenditures on salaries, utilities, and other expenditures necessary for day to day and month to month operations.
 - b. Minor equipment purchases, including but not limited to those related to operation and maintenance of the golf course and clubhouse (e.g. individual piece of equipment valued at less than \$5,000).
- 3) Clubhouse CARF is not to be used to subsidize operations where membership dues and other operating revenues are not sufficient to cover annual operating costs. Where it is advantageous to do so, Clubhouse CARF may be used to offset financing in the short term where CARF is not needed to pay for a project at that time. Under no circumstances shall CARF be used to finance an annual deficit in operations.
- 4) Eligible projects for funding shall be discussed and recommended to the Board of Directors by the Clubhouse CARF committee, following which, the Board of Directors shall vote on the approval of the CARF recommendations. All final funding decisions towards eligible projects shall be made by the Board of Directors.

9.10 Capital Assets Replacement Fund – Golf (“Golf CARF”)

CARF funded projects shall be consistent with the following criteria:

- 1) Projects eligible for funding under CARF shall be capital works or major improvements to golf facilities with a minimum value of \$5,000. Curling revenue and projects are accounted for separately from CARF under Operations. The following are examples of eligible projects:
 - a. Golf course improvements, including but not limited to new drainage, new irrigation, new greens, new teeing grounds, bunker renovations, new cart paths, and other major upgrades.
 - b. Golf related clubhouse improvements, including but not limited to major upgrading to the building envelope, interior, mechanical systems, electrical systems, and other major building elements.
 - c. Other improvements, including but not limited to the operations and maintenance buildings, pump-house, access roads, parking lot, and other capital assets.

- d. Major golf equipment purchases, including but not limited to those related to operation and maintenance of the golf course and clubhouse (e.g. individual piece of equipment valued at \$5,000 or more).
- 2) Projects not eligible for funding under CARF shall be capital works or improvements to facilities with a value less than \$5,000, or operations and maintenance of capital assets, or equipment purchases, or furnishings, or curling related. The following are examples of ineligible projects:
 - a. Operations, including day to day or month to month expenditures on salaries, utilities, and other expenditures necessary for day to day and month to month operations.
 - b. Maintenance, including but not limited to maintenance related to clubhouse and golf course operations (e.g. pavement repairs, painting, roof repairs, fencing repairs, and others).
 - c. Minor equipment purchases, including but not limited to those related to operation and maintenance of the golf course and clubhouse (e.g. individual piece of equipment valued at less than \$5,000).
 - d. Furnishings, including but not limited to those related to clubhouse operations (e.g. carpet, chairs, tables).
 - e. Curling rink and plant.
- 3) CARF projects shall not be approved for funding by the Board of Directors unless a minimum 50% of annual funding contribution (rainy day fund for emergency expenditure) plus the value of the projects (including contra¹) proposed to be funded are in the CARF account at the time of approval.
- 4) CARF is not to be used to subsidize operations where membership dues and other operating revenues are not sufficient to cover annual operating costs. Where it is advantageous to do so, CARF may be used to offset financing in the short term where CARF is not needed to pay for a project at that time. Under no circumstances shall CARF be used to finance an annual deficit in operations.

Notes:

1. "Contra" is defined as payment by delivery of goods or service to Rossmere in lieu of cash payment of membership dues.

Section 10 – General

10.1 Regular Hours of Operation

The Food & Beverage operating hours will change according to the day and time of the season. During the week, Food & Beverage will be made available from 8am until close based on the volume of business. Food & Beverage is available at 6am on weekends. The Pro Shop will open ½ hour before the first tee time of the day and close when the last golfer is off the golf course at night. Access to the Clubhouse or golf course may also be restricted by special events and tournaments. The Club will endeavor to provide appropriate notice for these disruptions to regular service.

10.2 Dress Code

The dress code applies to all members, guests and public at all times, except when waived by Management for specific events. Members are reminded that they are responsible for the attire of their guests.

Prohibited golf attire consists of jeans of any colour, cut-off shorts, running shorts, muscles shirts, sweat suits tank tops, sun or halter tops, strapless tops, sports team jerseys, any clothing or hats with inappropriate or rude symbols or language, plus other "very casual wear" as determined by Rossmere. Tee Shirts are not considered collarless golf shirts.

The clubhouse permits jeans to be worn only if they are clean and do not have tears in them. Hats and caps are not permitted to be worn in any service areas except if seeking "to go"

service. Footwear must be worn at all times. On the golf course the appropriate golf footwear is required: this includes golf shoes, golf sandals and runners. Only non-metallic spikes will be permitted.

If you feel Rossmere Country Club may consider your choice of dress controversial, it is best to consider another clothing selection or consult the Pro shop or Office Staff.

The Board of Directors has directed the Pro Shop and Clubhouse Staff to enforce this dress code and those who do not comply will be refused service and/or course privileges until the violation is corrected.

- Gentlemen (of all ages)
 - Acceptable golf attire for men consists of slacks or tailored shorts no more than 7 inches above the knee. Shirts must have sleeves; socks may be of any length. Collarless golf shirts are permitted.
- Ladies (of all ages)
 - Women may wear slacks, tailored shorts or golf skirts no more than 7 inches above the knee. Shirts must have either a collar or sleeves and socks may be of any length.

10.3 Pets Prohibited – Exceptions Allowed

Notwithstanding other provisions, the Board may, from time to time, allow trained dogs on the golf course as part of the goose control program. This practice will be limited to times to minimize the effect on golfers.

10.4 Designated Areas of the Club Off Limits to Members

Members are restricted from entering the Maintenance Buildings and compound unless under the direction of the Maintenance staff.

10.5 Not Responsible for Lost, Stolen or Damaged Property

Rossmere Country Club will not be responsible for any articles or personal property lost, stolen, or misplaced on the Club property. The Club is not responsible for any damage caused by the actions of any golfer. This includes any ball hit out of bounds that causes damage to vehicles, residences or people.

10.6 After Hours Events

The General Manager may, on occasion, book events that require the Clubhouse to remain open beyond regular hours of operation. If the events are not open to Members, appropriate notice will be given.

10.7 Security

Under direction of the Board, security equipment and services will be engaged to protect the property and possessions of the Club. The Board will develop and maintain protocols to handle security situations.

- Incident Response - The Club will contract a security monitoring and response company to oversee, notify and assist with any and all alarm situations. The Club will designate Directors or management to respond to alarm situations.
- Password - All staff or Directors requiring prior or after hour access will be required to have their own access password for the alarm system. This list will be maintained by the General Manager and liaison with the alarm company.
- Network Access – The General Manager will designate the person(s) that will have access to any Club network activities (e.g. computers, POS system, camera monitoring, etc.)
- Physical Security - Ensure access points are secure and in good operational condition. All staff are to be made aware of proper locking and unlocking and alarming procedures. The Board will ensure a security and alarm company is contracted to monitor activities and provide response actions for the Club.

- Confidential Data - All POS, bookkeeping and membership files must be kept locked and secured at all times. Passwords must be kept secure.
- Alarm – The General Manager will, from time to time, change the alarm and door lock codes and all safe combinations to ensure only designated staff and Directors will have access.
- Key Access– a list of all key holders and keys must be maintained. All surplus keys must be placed in a secure area and only accessed and assigned by the General Manager.
- Secure Funds – all funds at the end of the business day must be placed in a designated secure location.
- Exiting Staff – When a staff member leaves our employment it is the responsibility of their manager to ensure all keys are returned to the General Manager. The General Manager will determine the need to change any or all alarm codes.

10.8 Contracting Services

From time to time, the Board may engage the services of contractors to perform work or maintenance at the Club. Terms of service will be approved by the Board.

10.9 Flag

The Club shall endeavor to maintain a clean, presentable Canadian Flag flying on the top of the designated pole. It will only be lowered to half-mast as allowed or required by federal and provincial statutes.

10.10 Cell Phones / Photography

You are asked to turn your phone to 'vibrate' or 'silent' or 'off' while on the Rossmere Country Club premises (this includes the golf course & Clubhouse). Please use your cell phone in a manner that will not disturb others.

Technological advances concerning cellular telephones and PDA's (personal digital assistants) now allow users to secretly photograph objects in front of them while appearing to dial a number. Club members and guests are hereby prohibited from *using* the digital photography component of cellular telephones, PDA's and cameras while in the locker rooms or bathrooms. Use of this feature includes, but is not limited to, collecting and storing digital images of any kind. This policy is designed to protect the privacy rights of club members and their guests.

10.11 Decisions not Covered by Bylaws or Policies

When circumstances arise that are not covered under the Club Bylaws or Policy & Procedure Manual, the decision will be determined by the Board ensuring that the spirit and integrity of the Club and its Members is maintained.

Section 11 – Definitions

11.1 Definitions

The Board – means the collective of the Board of Directors.

Member – any person who has applied for and joined the club by paying the appropriate rate for their classification.

Guest – a person who attends the Club with a Member.

Green Fee – the fee paid by non-members for the privilege of playing the golf course

Player – any Member, Guest or Green Fee golfer who is in the process of a round of golf on the golf course.

Clubhouse – the building that contains the kitchen, eating area, banquet facilities, washrooms and lockers, offices and storage space.

POS – Point of Sale

Pro Shop – the portion of the building that contains the golf retail space, office and club storage areas.

Power Cart Storage – the curling rink area adjacent to the Pro Shop where member and rental carts are kept.

Maintenance Buildings – the building and surrounding compound containing equipment, and tools used to prepare and maintain the golf course for play.

REVISED September, 2018