

Associate/Members Handbook

Brampton Flying Club



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1) Brampton Flying Club – General Rules & Information for Associates & Members

ASSOCIATE / MEMBER STATUS

1. Annual renewal of associate or member status will occur automatically using your provided credit card information if you have checked that option on the front of the application form. An administration fee is applied for all renewals that have lapsed for more than 1 month.
2. Rental Aircraft will be available only to paid-up associates and members in good standing.
3. Hangars and tiedowns will be available only to paid-up associates and members in good standing.
4. All pilots flying airplanes based at Brampton Airport (CNC3) must be a member or associate of Brampton Flying Club (BFC).
5. If the information on the front of the application form changes at any time, BFC must be notified as soon as possible.

PAYMENT POLICIES

1. Payment for products and services that BFC provides is due in full at the time of purchase. If a transaction is made with a balance remaining, the Brampton Flying Club is hereby authorized to debit the associate credit card on account.
2. Mastercard, Visa, or American Express can be utilized by maintaining current credit card information on file. If a valid credit card is not provided, you will be required to prepay a minimum credit of \$300.00 on account PRIOR to training flights and aircraft rental. * This amount is subject to change without notice.
3. A BFC account may be utilized for convenience by maintaining a positive balance on account that can be used for services when payment is required.
4. An associate with an overdue balance will be asked by staff to clear the account prior to the purchase of additional products and services.

HOURS of OPERATION

1. Brampton Airport clubhouse and fueling services are available as follows: Summer Season from early April to mid November: 7 am to Midnight, unless otherwise posted. Winter Season from mid November to early April: 8 am to 10 pm. Services are available 7 days per week, except for Christmas Day and New Year's Day. Hours of operation depend on the weather. The clubhouse may close earlier than indicated above if the weather is poor or operations are unusually slow. If you plan to visit the Club, please call in advance to confirm what time the Club will be closing.
2. BFC Restaurant-Cafe: Open daily from 8 am to 3 pm.
3. Humphreys Pilot Shop is open 9 am to 6 pm, Mon – Fri and 9 am to 5 pm, Sat - Sun.

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AIRPORT, SAFETY & SECURITY

1. Access to Brampton Airport is intended for members, associates and pilots engaged in flight-related activities. If friends, family members, or vendors are required to be airside they must be escorted and supervised at all times either by a member, associate or by BFC staff. BFC does not accept responsibility for anyone brought airside by an associate. Contractors must give the Airport Office at least 48 hrs. notice prior to required airside access and must be supervised by an associate or by BFC staff. An Airport Improvement Application and/or Airside Access Training are required.
2. All pets brought to Brampton Airport must be kept on a leash at all times. Pet owners are responsible for cleaning up after their pets.
3. Brampton Airport has implemented an **“Airport Watch Security Program”**. It is every associate’s responsibility to ensure security is maintained. This includes ensuring that all personnel and vehicle gates are closed, the main entrance gate is closed outside normal club operating hours, and that any suspicious activity is reported to BFC management.
4. Airside vehicle access is not permitted except in exceptional circumstances. Operators require permission in advance from the BFC Airport Office.
5. As per CAR 302.11, smoking airside is only permitted in designated smoking areas. The only designated smoking area currently airside at CNC3 is directly behind Hangar 1 (BFC Maintenance Hangar).
6. Brampton Airport is a private certified airport owned and operated by the Brampton Flying Club. No commercial operation of any kind or activity shall be conducted at the airport unless specifically authorized and under such terms and conditions as may be prescribed by the airport administration. No operation or activity shall be conducted at the airport that competes with any of the activities of the Club. Freelance instruction of any form is prohibited and there shall be no flying school, rental of privately or commercially registered aircraft for remuneration, availability or sale of aircraft block flying time, maintenance facility, fuel sales or restaurants conducting business with the public at large. Any commercial operation on the field shall be revenue positive to the Club’s operations. Should the Brampton Flying Club be approached to provide tenancy for a commercial business engaged in aircraft sales or brokerage, the General Manager and the Board will determine if it is in the best interest of the Club.

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2) BFC Rental Agreement

The following information is signed for by the Pilot-in-Command on each rental flight.

By signing the Rental Agreement, the undersigned Renter Pilot hereby acknowledges the section of the Flight Authority under which the Aircraft is rented, and the Renter Pilot agrees to be bound by all of the terms of this Rental Agreement

Responsibility for the Aircraft

1. The Aircraft shall be operated only by the Renter Pilot, who shall act as Pilot-In-Command ("PIC") at all times,
2. The PIC shall be responsible for the aircraft, aircraft logs, documents, and keys while under the PIC's care, custody and control.
3. Except as authorized by Brampton Flying Club (BFC), the PIC shall not operate the Aircraft for commercial purposes/hire or reward within the meaning of the *Canadian Aviation Regulations* ("CARs").

Insurance and Liability

4. The Renter Pilot acknowledges and understands:
 - a. the Aircraft is insured for third party liability in the amount of \$10,000,000;
 - b. the Aircraft hull is insured up to its listed value, less a deductible amount of \$10,000, and in the event of an accident or incident, the Renter Pilot shall pay, upon demand, the amount required to satisfy the insurance deductible. However, if it is determined that the aircraft accident or incident was as a result of an intentional act or negligence of the Renter Pilot, the Renter Pilot shall be responsible for the entire cost to repair all damage to the Aircraft and, if the Aircraft damage is beyond economic repair, the Renter Pilot shall pay the agreed value of the Aircraft;
 - c. there is no insurance coverage for injury or death to the Renter Pilot/PIC; and
 - d. the Renter Pilot is fully responsible for any greater or other loss incurred as a result of his/her negligence.
5. The Renter Pilot warrants that he/she has not had an aircraft accident within the previous 3 years, is current or checked out on the aircraft in accordance with BFC Flying Regulations 25, 26 or 27 as applicable, is licensed, rated and current for the intended flight, is not using the Aircraft for any commercial purpose/hire or reward except as authorized by BFC, and if a student pilot flying solo, is flying the Aircraft under the direct supervision of a BFC flight instructor. The Renter Pilot acknowledges that breach of this warranty may result in the invalidation of insurance coverage.

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6. At the termination of the rental period, the Renter Pilot shall return the Aircraft to BFC in the condition as when received, except for reasonable wear and tear. Except in the event of Aircraft damage to which the above hull insurance applies, the Renter Pilot shall be responsible for all loss or damage to the Aircraft, its components and its equipment.
7. The Renter Pilot agrees not to tamper with, or attempt to repair, any part of the Aircraft or its equipment. All repairs shall be conducted by BFC personnel unless otherwise authorized by the BFC Director of Maintenance ("DoM"). If any repair is required away from CNC3, the Renter Pilot will contact BFC for instructions.

Flight Preparation

8. Prior to each flight, the PIC shall review the appropriate aircraft journey log for defects. Aircraft defects are to be reported to the Dispatch Desk and entered directly into the aircraft journey logbook, after leaving a line blank for the outstanding flight entries to be made. A red card will then be placed in the aircraft dispatch slot and the aircraft will be grounded until repaired or deferred.
9. The PIC shall ensure, prior to operating the aircraft, that the aircraft is airworthy in accordance with the *Canadian Aviation Regulations (CARs)*, and that all necessary documents, including the PIC's pilot licence/permit and valid medical, are on board for each flight.
10. The PIC shall ensure that there is sufficient fuel and oil on board the aircraft, and that a flight plan has been filed in accordance with the *CARs* and BFC Flying Regulation 8.
11. Before commencing a flight, the PIC shall be familiar with all available information that is appropriate to the intended flight.
12. Before commencing a flight, the PIC shall be familiar with all available weather information that is appropriate to the intended flight and that the weather conditions are adequate and forecast to remain adequate for the flight.
13. Before commencing a flight, the PIC shall provide the BFC Duty Manager ("DM") with all pertinent information for the intended flight, including proposed itinerary and passenger names.
14. The PIC shall ensure that his/her currency and knowledge is adequate to allow for safe operation of each flight. Currency on each type of aircraft rented shall be in accordance with the BFC Flying Regulations.
15. The PIC shall operate the aircraft in accordance with the Aircraft Flight Manual and within the Weight and Balance limits.

Flight Operations

16. The PIC shall only operate the aircraft into and out of Certified Aerodromes or Registered Aerodromes with suitable paved runways and information published in the CFS (Canada) or

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Chart Supplement (US). Approval from the CFI or delegate is required when operating into grass or gravel runways.

17. In case of an emergency, forced landing, or unauthorized landing away from home base, the PIC shall, as soon as possible after dealing with any emergency, notify the DM, giving all particulars of the cause of the landing and its location and shall not attempt to take off again without the permission of the CFI or delegate.
18. The PIC shall notify the DM of any change of itinerary or delay as soon as possible.
19. The PIC is responsible for returning the aircraft to CNC3. If for some reason the PIC is unable to do so they will be billed for the repositioning of the aircraft back to CNC3.
20. The PIC is responsible for ensuring the aircraft is tied-down, control locks are in, doors and windows are closed, heater is plugged in, and cowl covers are on (as applicable) when leaving the aircraft. This applies at CNC3 or any other airport.
21. The PIC is responsible for all expenses incurred during the rental including, but not limited to, landing fees, accommodations, food, storage, boost or hot start, de-ice.
22. Any service work required to maintain the airworthiness of the aircraft must be authorized in advance of the work commencing by the DoM or delegate. The PIC shall be responsible for any costs of repairs exceeding the Brampton normal shop rates. This shall include transportation of parts or components.
23. The PIC is responsible for determining suitability of route, enroute stops and destination.
24. The PIC shall be reimbursed at the BFC current cost per litre for fuel purchased (see front desk for current rate).

BFC Flying Regulations

25. The Renter Pilot shall comply with all BFC Flying Regulations, as follows.

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3) BFC Flying Regulations

1. All flying shall be conducted in accordance with the *CARs*, as amended by Transport Canada. Flying operations shall comply with the conditions of the Club Operating Certificates approved by Transport Canada.
2. No flight shall commence unless the aircraft is clear of any ice, snow, frost, and any other contaminants on its critical surfaces.
3. No PIC shall be permitted to fly a Club aircraft while under the influence of intoxicating liquor, drugs or other medication or substance capable of impairing their ability, nor shall the PIC be permitted to carry in a Club aircraft, a passenger who is under similar influence.
4. All solo or rental flying in Club aircraft must be authorized by the DM. No aerobatics may be carried out in Club aircraft, unless approved by the CFI or delegate and under supervision.
5. All training flights will receive a pre/post flight briefing and the pre-flight briefing will be recorded in the students PTR.
6. No solo or rental touch-and-go or stop-and-go landings are allowed in Club aircraft, with the exception that licensed pilots on rental flights may conduct touch-and-go landings at an airport on a runway with a length of 4000 ft. or greater with prior approval by the CFI or delegate. No touch-and-go or stop-and-go landings are permitted in any retractable gear aircraft except on Flight Tests and for landings on a runway with a length of 4000 ft. or greater when approved by the CFI or delegate.
7. All cross-country flights and landings at other airports conducted by solo students must be authorized by the CFI or delegate. Students must call the DM at all stops.
8. All solo and rental flights over 25nm from CNC3 require a flight plan to be filed and activated. Dual flights over 25nm must have an itinerary with the Dispatcher/DM.
9. Solo low flying is prohibited. All solo flights must be carried out at an altitude of at least 1,000 ft. above ground level (AGL) except when taking off or landing. If a pilot encounters bad weather, safety will be the deciding factor in selecting an altitude at which to fly. If this is below 1,000 ft. AGL the pilot must report this immediately after landing.
10. Safety harness and seat belts must be properly fitted and secure at all times while Club aircraft are in motion on the ground or in the air.
11. All taxiing will be done slowly and with due regard to safety. Aircraft must always be stopped at a safe distance from hangars or buildings and aircraft engines must never be started or run in a hangar.
12. Except for the purposes of accessing an Electronic Flight Bag ("EFB"), contacting ATS, or any other emergency situation where it is warranted, cell phone use on Club aircraft by the person at the controls of the aircraft is prohibited at all times.

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13. Never attempt to start aircraft engines by turning the propeller. Only an Aircraft Maintenance Engineer ("AME") is permitted to move a propeller by hand.
14. All aircraft engines must be stopped before passengers board or exit from an aircraft.
15. All passengers must receive a briefing prior to departure of the flight. This briefing must contain at least the following information: emergency exits and their operation, emergency equipment onboard (fire extinguisher, first aid kit, survival kit if applicable), ELT location and operation, and non-smoking requirements.
16. No flights will be conducted with Club Instructors or aircraft unless there is someone on duty to conduct flight following.
17. When an aircraft is booked for more than 4 hours (extended rental) a billing minimum of half of the booked hours is required (up to a maximum 6 hours in a 24 hour period.). Extended rentals must be authorized by the CFI or delegate. See Section 5 for more information on extended rentals.
18. Renters/students of Club aircraft are subject to a 12 hour duty day. This means, for example, if a flight was commenced at 08:00, the renter must be on the ground by 20:00 that same day. This excludes simulator flights. An extension may be provided to students based on the approval of the CFI or delegate.
19. Reservations may only be cancelled in accordance with the BFC's flight cancellation policy. If this is not done, a No Show fee will be applied. The only exceptions are due to poor weather at the time of the booking or at the discretion of the CFI or delegate.
20. Pilots must report high-risk events, hazards, incidents or accidents into the BFC Safety Management System ("SMS") through bfc.flightschoolsms.com and/or the CFI, delegate or the Company Aviation Safety Officer ("CASO"), as soon as possible.
21. The CFI or delegate has the authority to check the flying ability of any licensed Club associate/member wishing to fly Club aircraft, and such checks may include a request that the associate/member pilot demonstrate their ability to competently handle the Club aircraft under existing conditions.
22. All flights must carry a 60 min. fuel reserve except as specifically authorized by the CFI or delegate. Student pilots are restricted to flights within the BFC designated practice area (bounded by Belwood Lake, Luther Marsh, Shelburne and the Town of Orangeville) and TC approved routes to meet the PPL solo cross-country requirements, unless authorized by the CFI or delegate.
23. When not in use, all aircraft must be tied down.
24. Aircraft will be available only to associates and members in good standing (paid associate/member annual fee and no outstanding account balance).
25. The currency requirement for pilots with less than 200 hours is 3 hours of flight time within the last 90 days and 30 day currency on BFC aircraft of the make/model being rented.

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26. The currency requirement for pilots with more than 200 hours is 3 hours of flight time within the last 90 days and 60 day currency on BFC aircraft of the make/model being rented.
27. For pilots with a night rating, the currency requirement to rent an aircraft at night is per Club Flying Regulations 25 or 26, as applicable, plus 1 flight at night in a BFC aircraft in the past 3 months.
28. The currency requirement for a student to fly solo is 15 days. Specific exercises require a 30 day currency.
29. To rent aircraft, members and associates must be under supervision on a BFC Flight Training Program or have a current BFC Flight Refresher card and be current on the aircraft as per Club Flying Regulations 25, 26, 27 or 28, as applicable.
30. For rental flights where the pilot does not have a night rating, or is not night current on BFC aircraft (see 27 above), the airplane must be back on the ground no later than sunset.
31. If a transaction is made with a balance remaining, BFC is authorized to debit the associate's/member's credit card on account.
32. CNC3 is a private airport and freelance instruction of any form is prohibited without the approval of the BFC.
33. No commercial aeronautical operation, commercial operation of any kind or any type of operation or activity shall be conducted at the airport unless specifically authorized and under such terms and conditions as may be prescribed by the airport operation. For the purpose of this regulation, the rental of privately registered aircraft for remuneration shall be construed to be a commercial aeronautical operation.

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4) Signing the Rental Agreement

The Renter is required to sign the Rental Agreement. By signing the agreement, the Renter is confirming that they are fully aware of and conversant with the CARs, BFC Regulations, all aircraft operating procedures for the intended flight and that they have read, understood and agree to abide by the terms and conditions of the BFC Rental Agreement and that the PIC is responsible for complying with all applicable CARs and the aircraft limitations and procedures in the Aircraft Flight Manual.

IMPORTANT: The Renter is also signing that they understand that if they fly in a reckless or negligent manner, and cause damage, they will be held responsible and payment for damages will be required.

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5) Extended Rentals

BFC considers an extended rental to be a flight booking of 4 hours or more. Extended Rentals require the approval and signature of the Chief Flight Instructor or delegate.

Extended Rental Booking Procedure

1. Extended bookings must be made by calling dispatch at 905-838-1400 Ext 0.
2. Dispatch will alert the CFI to extended bookings that are 4 hours or more or overnight.
3. Provide a copy of the route of the flight, including departure and return time and ALL planned airport stops, to dispatch and/or email it to cfi@bramfly.com.
4. The CFI or delegate will review the flight plan and call the PIC to review the route and ask for additional submissions, if required.
5. It will speed the sign out on the day of the flight if the PIC can flight details and submit the W&B and Flight Plan Form in advance.
6. A copy of the approved Rental Agreement and cross country will be kept in an Extended Rentals Binder at the Dispatch Counter until the day of the flight.
7. The CFI and DM will confirm that the Renter File is in order and the Associate/Member has the required Refresher Card and currency.

Sign out procedure by Duty Manager on the day of the flight

Please arrive at least 30 minutes in advance of your flight. The sign out process can be expedited by providing information in advance and having the information that the DM requires at the time of sign out.

Note: Renters are required to pay for at least $\frac{1}{2}$ of the time that was booked for the aircraft, to a maximum of 6 hours per day. If the minimum flight time requirement is not met, the shortfall will be charged at a rate of $\frac{1}{2}$ of the aircraft hourly rental rate. If the aircraft return is delayed by weather, any extra days away will be added to the minimum flight time requirement.

- eg: 8 hr booking, minimum flight time requirement = $\frac{1}{2} * 8 = 4$ hr.
 Renter flies 3 hr. Shortfall = 4 hr – 3 hr = 1 hr
 Renter pays 3 hr * aircraft rental rate + 1 hr * aircraft rental rate * $\frac{1}{2}$
- eg: 15 hr booking, minimum flight time requirement = 6 hr.
 Renter flies 4 hr. Shortfall = 6 hr – 4 hr = 2 hr
 Renter pays 4 hr * aircraft rental rate + 2 hr * aircraft rental rate * $\frac{1}{2}$
- eg: 3 day booking, minimum flight time requirement = $3 * 6 = 18$ hr.
 Renter flies 10 hr. Shortfall = 18 hr – 10 hr = 8 hr
 Renter pays 10 hr * aircraft rental rate + 8 hr * aircraft rental rate * $\frac{1}{2}$

Note: Some of the aircraft minimum flight times have been reduced to promote cross country flying.

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6) BFC Renter Pilot Currency & Refresher Flight Program

REFRESHER CARD

As of September 1, 2016, BFC Renter Pilots require a “**Refresher Flight Card**” to rent BFC aircraft.

Many Associates and Members will qualify to hold the card without a refresher flight. Duty Managers and all instructors are able to issue the cards.

A current Renter File is required to hold a BFC Refresher Card. BFC requires the following to be on file:

1. Copy of Aviation Document with Photo ID (Pilot Licence)
2. Copy of Medical Certificate
3. Rental Pilot Record Completed with Identification, Licence and Endorsements, Hours, Aircraft Types, Accident record if applicable, Refresher Training Record
4. Applicable Pilot Checkout Records signed off by flight instructor
5. Rental Pilot Record with BFC File review and Comments
6. Copy of Refresher Card – Date of Completion, Expiry and Instructor Signature

BACKGROUND

The goal of the Refresher Flight Program at BFC is to ensure the ongoing safety of all the rental flights taking place from the club. Under previous policies, it was possible for a renter to go years without performing any upper air work or simulated emergencies but still maintain their currency. Under this program BFC hopes to ensure renter pilots stay proficient in all exercises without fear of ridicule or failure. It is meant to be fun while at the same time providing additional safety and protection for BFC assets.

Note: The Refresher Flight Program offered by BFC does not extend to pilot’s who have lost their currency on BFC airplanes.

REFRESHER FLIGHT Q&A

1. What will happen on these refresher flights?

The flight will consist of airspeeds review, takeoff, steep turns, power off / on stalls, slow flight, spiral recovery, forced approach, circuit, approach, aim point, landing attitude, stabilized approach, touchdown, emergency procedures, shutdown, and radio procedures.

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2. When must the Renter have this completed?

All renters are asked to complete a Refresher Flight with an instructor by September 1st, 2016 unless they are subject to the exemptions. The flights are then valid for 2 years. You will receive a Refresher Flight Card stating the date of the flight and the date of expiry. This card must be shown to the Duty Manager (DM) prior to rental.

3. Am I exempt from these refresher flights?

Many people who rent our aircraft already meet the standards for this program. Any Renter who has recently completed a checkout containing upper air work or a flight test will be considered to already have completed the Refresher Flight. They will be granted a 2-year currency based on the date of the checkout or flight test. Renters who qualify can see the front desk or manager to receive their Refresher Flight Card. Flights that qualify for this program include but are not limited to: Currency flights containing upper air work, G1000 Checkouts, C172RG Checkouts, PPL Flight Test, CPL Flight Test.

4. Is this a Flight Test?

This is not a flight test. If a renter is having difficulty with an exercise, then our instructors are encouraged to help in any way possible. However, by the end of the flight the instructor must feel that the renter is competent in all the necessary exercises.

5. Who will pay for this flight?

Due to the nature of this program BFC covers the cost of the instructor during the refresher flights. This allows for no increased cost to the renter, as they will just be paying for the aircraft time, like any other rental flight. It will become a benefit of membership with the Brampton Flying Club.

6. If I have any questions who do I see?

The Chief Flight Instructor at cfi@bramfly.com if you have any questions or concerns.

Thank you for your help in making this program a success and ensuring the safety of all flights leaving BFC.



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7) Flight Instruction on Private Aircraft

BFC is happy to conduct flight training in private aircraft, however there are some requirements that must be in place in advance to ensure the highest level of safety and protection for the Brampton Flying Club and staff.

Generally, flying with students in private aircraft should be no different than any other standard flight training taking place at the BFC.

Roles and Responsibilities

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1. Prior to any flight training being undertaken with BFC flight instructors using private aircraft, **BFC will on an annual basis require completion by its maintenance staff of a complete review of the logs for that aircraft, together with an Airworthiness Directives search.** BFC reserves the right to refuse to utilize any private aircraft which does not meet BFC's standards for training aircraft condition and airworthiness.
2. **The private aircraft owner will be responsible for reimbursing a portion of BFC's costs in undertaking such review by paying \$100 per aircraft review completed.**
3. BFC's instructors must be current, proficient, and familiar with the private aircraft owner's aircraft type.
4. All training flights, whether dual or solo, must follow the flight training curriculum required of all BFC license candidates. The provisions of BFC's Flight Training Operations Manual will be the governing document regarding flight training standards.
5. BFC will ensure that all students flying private aircraft are current BFC associates and that all fees are paid in full.
6. BFC will coordinate all flight following and operational control conducted under BFC policies and through the BFC dispatch desk.
7. **The student's primary instructor must be consulted immediately prior to each flight, whether dual or solo.** The instructor will at all times retain full authority to amend the terms of, or cancel outright, any proposed instructional flight as a result of weather or other operational considerations.
8. Solo flights will not be permitted without a prior briefing by the student's primary instructor and sign-off by that instructor to the effect that the student meets the solo proficiency requirements of BFC's Flight Training Operations Manual.
9. Payment for all flight instruction and flights is due and payable, by the student, at the time of the flight.
10. BFC instructors, along with the students, will be responsible for maintaining the student's Pilot Training Record.

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Private Aircraft Owner

1. If the aircraft is not based at BFC, the private aircraft owner is responsible for transporting the aircraft to and from CNC3. These flights must be conducted by fully licensed pilots. Students are not authorized to ferry the above aircraft.
2. The private aircraft owner is responsible for all maintenance on the above aircraft. This includes proper defect reporting as outlined in BFC policy and the Canadian Aviation Regulations.
3. The private aircraft owner is responsible for entering every flight in the logbook.

Insurance Requirements

Before training commences, BFC is to be provided with a certificate evidencing the private aircraft owner's insurance coverage, which is subject to review and approval by BFC's insurer and which includes the following information:

1. The name of the insured, the insurer, and the agent issuing the certificate
2. The policy number and the term of the policy, including expiry dates
3. The permitted usage of the aircraft, including the insurer's agreement for use of the aircraft while undertaking flight training with BFC
4. **The approval of BFC's instructor pilots by the insurer**
5. **The addition of Brampton Flying Club as an Additional Named Insured under the policy's liability coverage**
6. The agreement of the owner(s) of the aircraft and the insurer to waive all rights of subrogation and to hold Brampton Flying Club and its employees completely harmless in the event of physical damage to the aircraft
7. **Minimum limit of \$[2] million combined single limit liability coverage** with respect to property damage, bodily injury and passenger liability, with no passenger sublimit
8. 30 days' advance written notice from the insurer should the policy be cancelled or permitted to lapse, or should the coverage be altered in any way

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8) BFC Respectful Conduct Policy and Procedures

Preamble

Brampton Flying Club and Brampton Flight Centre (collectively “BFC”) respect the dignity of every individual and expects Associates and Members of BFC to respect each other and to treat each other fairly. BFC believes that all Associates and Members have the right to study, train and participate in the BFC’s aviation community in an environment free from harassment, discrimination, or violence in any form, whether verbal, written, psychological, physical or environmental, and including, but not limited to any of the protected grounds as set out in the *Canadian Human Rights Act*.

It is the BFC’s objective in this Policy to make Associates and Members of BFC aware of what constitutes harassment, violence and discrimination; the procedures that are in place for dealing with allegations, incidents and complaints of harassment, violence and discrimination; and understand their responsibility to assist and cooperate in the review and investigation of complaints under this Policy. It is important to note that nothing in this Policy affects the ability of any Associate or Member of BFC to exercise their rights under the *Canadian Human Rights Act* or applicable legislation, within the time limits specified by that legislation, or from pursuing formal legal remedies or resolution through the courts or tribunals.

This Policy does not apply to incidents, occurrences, allegations and complaints of harassment, violence and discrimination experienced by employees of BFC in the workplace, whether employed on a permanent full-time, contract, part-time, seasonal, casual or temporary basis. In the event of an incident, occurrence, allegation or complaint of harassment, violence or discrimination experienced by a BFC employee in the workplace, regardless of the source of the conduct and behaviour complained of, reference is to be made to the BFC Employee Handbook and the BFC Discrimination, Workplace Harassment and Workplace Violence Prevention Policy therein.

This Policy does not apply to incidents, occurrences, allegations and complaints of harassment, violence and discrimination experienced on the premises of, or as part of the activities of, any autonomous, independent organization based on the Brampton-Caledon Airport that BFC does not monitor, govern or regulate.

BFC considers any violation of this Policy to be a serious offence that will lead to discipline, up to and including dismissal from BFC and its programs and/or termination of the individual’s association and/or membership with BFC.

Other Applicable Policies and Legislation

This Policy should be read in conjunction with the following:

- *Canadian Human Rights Act*
- BFC Discrimination, Workplace Harassment and Workplace Violence Prevention Policy
- BFC Sexual Violence Policy

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Effective Date

This Policy takes effect November 30, 2020.

To whom does this Policy apply

The Policy applies to all Associates and Members of the Club. Visitors to BFC will also be expected to adhere to this Policy.

“**Associates**” and “**Members**” include students, paid associates of BFC (regardless of the category), members of BFC (regardless of the category), owners of privately-owned aircraft and hangars housed and/or located at BFC, members of the Board of Directors, and volunteers. It includes all persons who use BFC facilities, premises and locations for study, training, maintenance and repair, and housing or storage of privately-owned aircraft, or other BFC-related or authorized activity.

“**Visitors**” includes, but is not limited to, contractors, presenters, guest instructors and guest pilots engaged by BFC, prospective students and the families of students.

As noted in the Preamble, BFC believes that all Associates and Members of BFC have the right to study, train and participate in the BFC’s aviation community in an environment free from harassment, violence and discrimination including, but not limited to, any or all of the grounds which are prohibited by the *Canadian Human Rights Act*. For this reason, this Policy applies to incidents, occurrences, allegations and complaints of harassment, violence and discrimination carried out by employees, students, pilots, instructors, vendors, contractors, consultants, Board members, guests and Visitors as against Associates and Members of BFC and Visitors. As noted in the Preamble, this Policy does not apply in the event of an incident, occurrence, allegation or complaint of harassment, violence or discrimination carried out against an employee of BFC in the workplace. In such case, reference is to be made to the rights, obligations and procedures under the BFC Employee Handbook and the policies therein including, but not limited to, the BFC Harassment, Discrimination and Violence Policy.

Where does this Policy apply?

This Policy covers and extends to all BFC owned and operated premises, properties and facilities and includes, but is not limited to:

- The Brampton Flight Centre;
- The Brampton-Caledon Airport;
- hangars, halls and locations owned and operated by BFC to the extent Associates and Members of the Club are present on Club-related and authorized activities;
- the BFC Clubhouse
- the BFC Restaurant-Cafe;
- digital environments managed by BFC; and
- activities, camps and social situations related to BFC-related business and services that are not conducted on premises owned and operated by BFC including, but not limited to BFC tours, sightseeing flights, camps, conferences, parties and other social functions.

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BFC understands that Associates and Members of BFC may, while participating in studies, training and flights as a student or as a pilot undertaking a BFC-related activity, experience harassment, violence and/or discrimination on premises outside of BFC. Although BFC has limited control over third parties and locations and/or premises owned and operated by third parties, it shall liaise with the responsible authority to ensure proper procedures will be followed and will continue to provide support services to its Associates and Members.

BFC further understands that harassment, violence and/or discrimination may include interactions and communications conducted on social media and/or in a digital environment, or through indirect methods of interaction (including using computers, cell phones, smart phones, android devices, or other electronic devices and communications) between Associates and Members of BFC and other Associates/Members, Visitors or employees of BFC, including, but not limited to, telephone calls, e-mail communications and written communications. All such interactions and communications which impacts their association, membership, studies and/or relationship to or with BFC will be subject to this Policy.

How often is this Policy reviewed?

This Policy will be reviewed as required, and at least annually, to ensure that the Policy continues to protect Associates and Members of BFC from harassment, discrimination and violence when engaged in BFC-related and authorized activities. Any Policy changes will be approved by BFC's General Manager.

What conduct is prohibited under this Policy?

Individuals who are uncertain as to whether a particular type of conduct is captured under this Policy should seek advice from a Human Resources representative of BFC.

"Protected Ground" as referenced in this Policy is defined and adopted to be the protected and prohibited grounds set out in the *Canadian Human Rights Act* including race, national or ethnic origin, colour, religion, sex (including pregnancy or child-birth), sexual orientation, gender identity, gender expression, age, conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, marital status, family status, genetic characteristics and disability..

For certainty, the following types of conduct are prohibited under this Policy:

A) Harassment and Violence

Harassment and Violence is defined in this Policy as in the *Occupational Health and Safety Regulations* in the *Canada Labour Code* as any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.

Harassment often involves comments or behaviour that is insulting, intimidating, humiliating, hurtful, demeaning, belittling, malicious, degrading, or otherwise causes offence, discomfort, or embarrassment to a person or group of persons.

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While Harassment is generally a course of comment or conduct, or a pattern of behaviour, in some cases a single incident could be significant or substantial enough to be deemed to be Harassment. A key element of Harassment is the way in which an individual “perceives” the harassing incident and not the intent of the alleged harasser. Therefore, even if the comment or conduct was not intended to be Harassment, it may be considered and deemed to be Harassment if it has had the effect of unreasonably interfering with the individual’s participation or inclusion as an Associate or Member of BFC, in a BFC-related activity or program, or on any opportunity for training or performance; or creating an intimidating, humiliating, hostile or offensive environment.

While it is impossible to list all possible forms of inappropriate behaviour, examples of Harassment may include, but are not limited to:

- Discriminatory, sexist or offensive remarks, jokes, taunts, or gestures that cause embarrassment or discomfort
- Displays or electronic distribution of offensive or pornographic materials and pictures
- Hazing, stalking, shunning or exclusion related to a Protected Ground
- Spreading malicious rumours
- E-mails, texts, online posts or messages that cause embarrassment or discomfort
- Practical jokes that cause awkwardness or embarrassment
- Unnecessary, or inappropriate physical contact, including groping, patting, pinching, hitting, hugging or kissing
- Unwanted attention demands for dates, leering, staring, or remarks about an individual’s appearance

Not all negative behaviour will meet the definition of Harassment. Harassment should not be confused with legitimate instructional actions, including constructive criticism, measures to correct training deficiencies, or measures to impose discipline for policy or standard of conduct infractions, including any breach of the Associate and Member Handbook. Some examples of behaviour that usually (subject to the circumstances) would not constitute Harassment are:

- Following up on performance and training absences
- Taking corrective or disciplinary measures when justified
- Exclusion of individuals from a rental opportunity on bona fide requirements necessary to accomplish and/or complete the safe and efficient rental and use of aircraft
- Friendly gestures amongst individuals, such as a pat on the back
- Constructive criticism about a performance or training mistake
- Counselling an individual on their training and/or performance when done in a non-discriminatory or respectful manner

Specific types of harassment include:

- i) **Grounds-based harassment** – This type of harassment is based on one or more of the Protected Grounds

Examples:

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- Offensive comments, jokes or behaviour that disparage or ridicule a person's Membership or inclusion of a group in one of the Protected Grounds

- Mimicking or mocking a person who has a disability
- Imitating a person's accent, speech or mannerisms
- Making offensive comments, including using derogatory stereotypes, about members of a racial or cultural group
- Disparaging or shunning an individual because they belong to a particular religion or come from a particular country or culture
- Refusing to refer to an individual using the personal pronoun chosen by the individual or that accords with their gender identity or gender expression

For clarity, no statement, conduct or behaviour by any Associate or Member of BFC that constitutes Discrimination or Harassment based on or related to any Protected Ground will be tolerated.

- ii) **Psychological harassment** (sometimes known as Personal harassment) – This type of harassment is not related to a particular Protected Ground but is nonetheless damaging to an individual's dignity or psychological and/or physical well-being. Psychological or Personal harassment is behavior that generally involves a course of comment or conduct towards a person or persons:
- (a) which serves no legitimate performance-related purpose; and
 - (b) which is known or ought reasonably to be known, to have the effect of creating an intimidating, humiliating, degrading, offensive or hostile environment.

It has the effect of tormenting, ostracizing or humiliating an individual, or damaging the character or confidence of an individual.

Examples:

- Making remarks, jokes or innuendos that demean, ridicule, intimidate or offend
 - Displaying or circulating offensive pictures or materials in print or electronic form
 - Bullying
 - Isolating, shunning or excluding an individual
 - Repeated offensive or intimidating phone calls, e-mails or social media posts or comments
- iii) **Sexual Harassment** – This type of harassment involves behaviour that relates to one's sex, sexual orientation, gender identity or gender expression. Sexual Harassment means,
- (c) engaging in a course of vexatious comment or conduct against a person because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
 - (d) making a sexual solicitation where the person making the solicitation or advance is in a position to confer, grant or deny a benefit, participation or advancement to the recipient, and the person knows or ought reasonably to know that the solicitation or

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advance is unwelcome.

It also includes any conduct, comment, gesture, or contact that is sexually suggestive or of a sexual nature that is likely to cause offence or humiliation to an individual, or that might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on participation or inclusion as an Associate or Member of BFC, in a BFC-related activity or program, or on any opportunity for training or performance. It also includes negative or inappropriate conduct or comments that are not necessarily sexual in nature, but which are directed at an individual because of their sex, gender, sexual orientation, gender identity or gender expression. Sexual Harassment can include behaviour by and/or directed towards individuals of the same gender identity or expression, or different gender identity or expression.

Because “sexual harassment” in respect of access to and the provision of services is a kind of harassment based on a “Protected Ground” (namely, sex, sexual orientation, gender identity and/or gender expression), it is also prohibited under human rights legislation.

Examples:

- Making unwelcome sexual or romantic advances, flirtations or propositions
- Sexually suggestive gestures
- Comments, jokes, innuendoes or taunting about a person’s body or appearance
- Offensive comments about sexual orientation or gender identity
- Intrusive sexual questions
- Sexual banter, and/or creating a sexually-charged environment
- Inappropriate touching
- Unwelcome attention or demands for dates
- Leering or inappropriate staring
- Displaying sexually offensive material such as posters, pictures, calendars, cartoons, screen savers, pornographic or erotic web sites or other electronic material
- Sexual or sexually degrading jokes, language, epithets, or vulgar words
- Distributing sexually explicit email messages or attachments

While in some cases, individuals may make sexual comments, jokes or personal advances without intending harm, such actions may be unwelcome, threatening or offensive, and may be deemed to be Harassment.

- iv) **Cyber Harassment** – This type of harassment refers to online harassment and takes place using computers, cell phones, smart phones, android devices, or other electronic devices and communications. Cyber Harassment is the use of e-mail, instant messaging, blogs, social media and online groups and social-networking websites to harass or bully an Associate or Member of BFC which impacts their training at, or participation in, flight and/or pilot training at BFC or any BFC-related or authorized activity. Cyber Harassment can include, but is not limited to, statements, words, conduct or comments, including derogatory, offensive or threatening comments, made in e-mails, chat rooms, online video posts and blogs.

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Examples of Cyber Harassment are inclusive of, but not limited to, the examples of harassment and sexual harassment set out above, when carried out through electronic and/or digital devices and means.

v) **Poisoned Environment** – Even if no one is being directly targeted, inappropriate comments and conduct can poison the learning and training environment at BFC, making it a hostile or uncomfortable environment in which to train and participate. This is a form of Harassment in that the comments or conduct are of such a nature or degree that they create ill will, enmity, or malice for Associates and Members of BFC. Examples of behaviour that can create a poisoned environment include, but are not limited to:

- posting, displaying or distributing offensive or sexual materials, such as magazines, photos, cartoons, graffiti, posters, calendars or screensavers
- distributing offensive e-mail messages, or attachments, such as pictures or video files
- practical jokes that embarrass or insult someone
- jokes or insults that are offensive, racist or discriminatory in nature
- rumours
- insulting or derogatory statements about an individual related to their gender, sexual orientation, gender identity or gender expression

B) Discrimination

“Discrimination” is defined for the purposes of this Policy to mean any form of unequal or differential treatment that results in the unfavourable, adverse, or preferential treatment of individuals, or groups of individuals, on the basis of a Protected Ground, whether imposing extra burdens or denying benefits. Discrimination occurs when one or a series of actions, decisions, or educational/training structures imposes disadvantages on a person or group of persons on the basis of a Protected Ground. It may be intentional or unintentional. Discrimination can be obvious, or it can occur in very subtle ways.

Examples:

- A student/trainee does not want to speak to a flight instructor because they have an accent
- An Associate or Member is asked to remove a head covering they wear for religious reasons in the BFC Restaurant-Café

It is not discrimination when the unequal or differential treatment arises for a reason other than a Protected Ground or from a personality conflict with another individual.

C) Abuse of Authority

“Abuse of authority” is a kind of harassment wherein an instructor or pilot employed or retained by BFC misuses the power inherent in their position to unfairly endanger the position or status of an Associate or Member of BFC, undermines them, threatens them, or in any way improperly interferes with their participation in a BFC-related activity. It should not be confused with the legitimate instruction and training duties, regardless of whether the individual disagrees with the said action or finds such action(s) to have been unreasonable or inappropriate. It is more than a critical comment regarding a student or trainee’s performance.

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Examples:

- Using a position of power to intimidate, threaten or mistreat an Associate or Member of BFC
- Unjustifiably withholding information to compromise an individual's ability to complete flight training or participate in BFC or flight/pilot training-related activities
- Unnecessarily reprimanding or otherwise humiliating an Associate or Member of BFC in front of others

It is not an Abuse of Authority to reasonably follow up on, and correct, training and/or performance mistakes, absences from training or flight requirements, or to provide constructive criticism regarding a student's training, performance or participation in a pilot or flight training program.

D) Violence

"Violence" is any action, conduct, threat or gesture of a person towards an Associate or Member of BFC that can reasonably be expected to cause harm, injury or illness to that individual. Violence includes acts of aggression, physical or psychological assault, or threats, and can include any of the following:

- An exercise of physical force by a person against an Associate/Member of BFC or a Visitor at BFC that causes or could cause physical injury or harm to the individual
- Use of or threatening to use a weapon
- An attempt or threat to exercise physical force against an Associate/Member of BFC or a Visitor to a BFC facility
- A statement or behaviour that is reasonably perceived or interpreted by an Associate/Member of BFC, or a Visitor to a BFC facility, to be a threat to exercise physical force against the individual in a premise, facility or location owned or operated by BFC
- Verbal abuse, swearing, and/or language that communicates a threat of harm
- Sexual assault

Examples:

- Shaking a fist in an individual's face
- Threatening to harm an individual, either verbally or in writing
- Hitting or attempting to hit an individual
- Shoving an individual
- Wielding a weapon at any BFC-owned or operated premises or facility
- Throwing an object at an individual
- Sexual violence against an individual

Sexual Violence – This type of violence refers to any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, and sexual exploitation.

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E) Reprisal

“Reprisal” means to threaten or take retaliatory action against an Associate or Member of BFC for exercising their rights under this Policy or under human rights laws and legislation.

No Associate or Member of BFC will be penalized, punished, or subjected to negative treatment of any kind for bringing an incident, occurrence or complaint of Discrimination, Harassment or Violence at BFC or in breach of this Policy to the attention of BFC, or for participating in an investigation or resolution of such an incident, occurrence or complaint.

Any form of reprisal or retaliation as outlined in this Policy will result in disciplinary action up to and including termination of the individual’s relationship, of whatever nature, with BFC.

Who is responsible for what?

Ensuring the BFC environment is free of Harassment, Discrimination and Violence is a collaborative process. BFC and all Associates and Members of BFC are responsible for helping to create and maintain an environment that is free from Harassment, Discrimination and Violence.

BFC is responsible for:

- Providing a learning and training environment that is safe and free from Discrimination, Harassment and Violence;
- Ensuring Associates and Members of BFC are aware of this Policy and the requirements contained herein;
- Informing Associates and Members of the relationship between Harassment and Violence and the Protected Grounds, and how to recognize, minimize, prevent and respond to Harassment, Violence and Discrimination at BFC;
- Developing and implementing preventative measures to mitigate the risk of Harassment and Violence where any risk is identified;
- Taking all reasonable steps to ensure that complaints made and/or incidents reported under this Policy are responded to in a timely manner and resolved correctly;
- Implementing corrective measures in response to any investigation, where and as appropriate; and
- Maintaining the confidentiality of any complaint and investigation process in which they are involved, subject to the conditions of this Policy

The Human Resources representatives of BFC are responsible for:

- Creating a written record of any complaints or incidents that come to the knowledge of BFC;
- Taking all complaints filed and/or incidents reported under this Policy seriously and in good faith;
- Where appropriate, attempting to resolve issues brought to the attention or knowledge of BFC, through mediation or other forms of alternative dispute resolution;
- Where appropriate, arranging for a formal investigation into allegations of Harassment,

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- Working with BFC instructors, pilots, program leads and administrators to implement interim measures to ensure the safety of Associates and Members who are parties to an investigation, where and as necessary;
- Maintaining the confidentiality of the complaint and the investigation process, subject to the conditions of this Policy;
- Identify options available to Associates and Members of BFC to address and resolve the incident or complaint;
- Advising the parties of the outcome of an investigation, and, where appropriate what corrective action, if any, will be taken;
- Recommending corrective action for employees of BFC, as required and appropriate;
- Providing appropriate training to employees of BFC, as required;
- Identifying/alerting Associates and Members of BFC to known violent persons (as appropriate) or hazardous situations; and
- Reviewing this Policy at least annually, or as required

The BFC Airport Administrator/GM Assistant is responsible for:

- Ensuring that all Associates and Members of the BFC Community are aware of their rights and responsibilities relating to maintaining a training, educational and learning environment free of harassment, discrimination and violence;

Associates and Members of BFC are responsible for:

- Reading this Policy (and updates to the Policy) and familiarizing themselves with the processes and concepts, as well as their rights and obligations;
- Not engaging in any behaviour that is contrary to this Policy or the values enshrined in it;
- Contacting emergency services in response to an immediate threat of violence;
- Speaking to persons involved in Discrimination, Harassment or Violence and asking them to stop (where possible and appropriate);
- Reporting when they experience, witness or hear about Discrimination, Harassment, and/or Violence at BFC;
- Participating fully in investigations under this Policy when they believe they have been harassed or discriminated against, or where they have been the victim of any form of violence, or as requested by BFC; and
- Maintaining confidentiality of any complaint and investigation process in which they are involved.

BFC encourages all Associates and Members to report all incidents of Discrimination, Harassment or Violence, or any other breach of this Policy, to the appropriate person, following the procedure set out below. Delayed reporting may diminish the BFC's ability to investigate and respond effectively to any complaint or incident. BFC will investigate and deal with all complaints or incidents of Discrimination, Harassment and Violence of which it becomes aware in a fair and timely manner.

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If it is believed that someone who is not an employee or Associate or Member of BFC, including but not limited to any Visitor of BFC, has harassed, discriminated against, or caused physical or psychological harm to an Associate or Member of BFC, the said Associate/Member is to follow the reporting procedure set out below. Although BFC has limited control over third parties, action will be taken to address any matter brought to its attention to assist the Associate/Member and to prevent further problems from arising.

Bystanders and Bystander intervention strategies:

An individual can be a **bystander** to an incident of Discrimination, Harassment or Violence. A bystander is an individual who observes or overhears Discrimination, Harassment or Violence at BFC, or who is subsequently informed of the incident. A bystander can be anyone who is covered by this Policy, including Associates and Members of BFC or Visitors. Bystanders have an important role to play in reducing harmful and prohibited behaviour at BFC.

All Associates and Members of BFC are expected to comply with the provisions of this Policy, whether directly impacted or not. It is expected that anyone who is a bystander to an incident of Discrimination, Harassment or Violence will take appropriate action to call attention to the behaviour, stop the behaviour, and/or minimize the behaviour or its impact.

Specific intervention strategies for bystanders can include:

- Interrupting someone who is engaging in problematic or prohibited behaviour to tell them they should stop;
- Approaching someone who was the subject of Harassment, Discrimination or Violence after the fact, and encouraging them to report the incident;
- Reporting incidents of problematic or prohibited behaviour to a Human Resources representative of BFC.

In all cases, bystanders should consider their own health, safety, and well-being, as well as the potential impact on those around them, when deciding what steps to take. BFC will actively intervene at any indication of any actual or possible hostile or violent situation.

What should I do about Discrimination, Harassment or Violence in or at BFC?

Creating and maintaining a safe and respectful educational, training and learning environment at BFC is a collaborative process.

If you witness, hear about or experience Discrimination, Harassment or Violence in or at BFC, you have the responsibility to report the behaviour. The bystander intervention strategies (outlined above) should also be utilized, as appropriate. Incidents and occurrences of any violation or breach of this Policy may be investigated, even in cases where no formal complaint has been filed.

There are three ways in which complaints/incidents or occurrences of Discrimination, Harassment or Violence may be dealt with:

- Emergency response

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- Informal approach
- Formal approach

None of the procedures or approaches set out herein preclude an Associate or Member of BFC's right to proceed with a formal complaint or a complaint under the *Canadian Human Rights Act* or other legislation.

Emergency response (mandatory where violence is imminent or has occurred)

If an Associate or Member feels that a violent incident has or is likely to occur, they must contact emergency services (i.e. 911) immediately. Associates and Members of BFC are expected to cooperate with the police, ambulance attendants or paramedics, BFC investigators or other authorities as required during any investigation process.

Where an imminent threat of harm exists, Associates/Members should consider and be mindful of their personal safety and should not interfere except to summon emergency assistance. Individuals are encouraged to seek first aid or medical assistance as and when necessary.

All Associates and Members who are exposed to violence in or at BFC, or who are injured, harmed or negatively impacted as a result of violence in or at BFC, are encouraged to consult a health professional for treatment. Associates/Members are also encouraged to seek counselling where necessary.

As soon as the imminent threat of violence has subsided or following any incident of Violence the Associate/Member must report the incident through the "Formal approach" (see below).

Informal approach

Associates/Members with non-violent, minor concerns, or who feel comfortable resolving their concerns on their own, are encouraged to do so prior to seeking formal resolution.

Wherever possible, Associates/Members in such situation should speak or write to the person engaging in the concerning behaviour one-on-one to let them know that their conduct is unwelcome and to ask them to stop immediately. Although this may be difficult, telling the person their actions or comments are inappropriate is often enough to stop the behavior.

If the problem is not resolved, or if one of the parties feels they cannot speak directly with the other person, other options such as a facilitated dialogue or mediation can be explored with BFC.

In these cases, the Associate/Member should make detailed notes about what happened, when it happened, who was involved, and who may have witnessed the incident. These details may be needed to refresh one's memory in the event that the problem is not corrected, and the matter needs to be pursued further.

Formal approach

If an Associate/Member of BFC feels uncomfortable or unsafe addressing the issue on their own; if they are unsuccessful in resolving the issue informally; or if they experience an incident or threat of Violence (and the immediate threat has subsided), they should report the matter

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directly to a Human Resources representative of BFC in person or via telephone (905-838-1400, ext. 231). If the Human Resource representative is the person engaging in the Harassment, Discrimination or Violence, then the Associate/Member can report the matter to the General Manager of BFC.

Wherever possible, Associates and Members of BFC are encouraged to submit their complaints in writing. Complaints should be made and/or incidents should be reported as soon as possible after an incident occurs. The written complaint should include:

- The name of the complainant and their contact information
- The name and contact information (if known) of the respondent (being the alleged harasser or individual whose conduct is at issue)
- Identify if the respondent is an employee of BFC
- The names of any witnesses or other persons with relevant information to provide about the incident and, if known, their contact information
- Details of the incident, including what happened, dates, times, frequency and location of the alleged incidents; and
- Any other relevant information.

A complainant may also attach supporting documents to the written complaint (e.g. e-mails, text messages, photos, letters, etc.), or list any document(s) a witness, another person, or the respondent may have that are relevant to the complaint.

The overall comfort level of the complainant will be taken into consideration when deciding how to deal with a complaint; however, BFC will ultimately choose the complaint resolution/investigation option that is most appropriate, taking into consideration the seriousness of the conduct in question, the presence of safety concerns, and the overall context of the relationships involved. Even if an Associate/Member of BFC would prefer not to proceed with a formal complaint, BFC may choose to follow the formal process, where appropriate.

BFC encourages prompt reporting of complaints, which allows for a timelier response and investigation. However, recognizing the nature and sensitivity of these kinds of problems, no limited time frame will be instituted for reporting complaints under this Policy. Late reporting of a complaint will not, in and of itself, preclude BFC from taking remedial action.

Any Associate or Member of BFC who witnesses an incident of Discrimination, Harassment or Violence should immediately follow these same steps to report the incident. It is important to note that this duty to report applies even in the event the apparent victim requests that the behaviour not be reported.

What happens after a complaint is made or an incident is reported?

Where a complaint of Discrimination, Harassment or Violence is made, or where BFC becomes aware of an incident of Discrimination, Harassment or Violence, BFC will conduct an investigation that is appropriate in the circumstances. If the President, Board of Directors or senior staff are involved in the incident, BFC may, in its sole discretion, appoint or retain an external investigator. Whether internal or external, the investigator appointed by BFC will be

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objective and trained to conduct investigations involving the subject matter of the allegations. All complaints, reports and incidents will be kept confidential to the extent that it is both practical and appropriate in the circumstances. Information that is obtained about an incident or complaint of Discrimination, Harassment or Violence, including identifying information about the individuals involved, will not be disclosed unless disclosure is necessary to protect employees, Associates or Members of BFC; to investigate the complaint or incident; to take corrective action; or otherwise as required by law. While the investigation is ongoing, the complainant, respondent and any witnesses will keep the complaint, incident and investigation confidential and must not discuss the complaint, incident or investigation with other Associates/Members, employees of BFC or witnesses, except as necessary to obtain advice with respect to their rights.

After a complaint is made, BFC, in consultation with the appropriate supervisory, instruction and BFC personnel, will determine if any immediate action or interim measures are required to protect BFC, its employees, or any of its Associates/Members. These measures may include, but are not limited to, limiting access to BFC facilities, making arrangements for alternative instructional relationships, or discontinuing contact between the complainant and the respondent during the period of any investigation or proceedings under this Policy.

Will all complaints/incidents be investigated?

A complaint or incident may not be investigated if:

- The allegations, assuming they are true, do not meet the definition of Harassment, Discrimination or Violence in this Policy;
- The alleged conduct or behavior, assuming the allegation is true, took place at a location other than at or in a premise, facility or location owned or operated by BFC;
- The alleged conduct or behavior, assuming the allegation is true, is wholly unrelated to BFC-related or authorized activities; or
- The complaint is frivolous, vexatious or made in bad faith.

For the purpose of this Policy:

- Frivolous - A frivolous complaint is one that, from a simple initial review, is evident that it will not be possible to substantiate it because the complainant provided no specific allegations or information surrounding the allegations and, upon request, does not provide the necessary information to initiate a proper investigation of precise behaviour, acts, or events
- Vexatious or made in bad faith - A vexatious complaint, or one made in bad faith, is about intent. A complaint will fall into this category if it is determined that the complaint was made intentionally for the purpose of frustrating, humiliating, disparaging, annoying or embarrassing a person; that the complaint was not calculated to lead to any practical result; or that the complainant had the intention to mislead. The standard for establishing bad faith is high and entails more than just poor judgement or negligence.

A complaint may be unfounded, but still brought in good faith. No corrective action and/or

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discipline will result from an unfounded complaint that is brought in good faith. If, however, it is found that an Associate/Member of BFC made a complaint that was intentionally false or malicious, disciplinary action will result which may include ejection from a training program/course, or termination of the Associate/Member's relationship with BFC.

Investigation process

Investigations conducted under this Policy will be thorough and objective and shall not be based on presumptions about guilt or innocence of either party. The objective is to investigate complaints and/or incidents fairly, and with a view to achieving sound, mature and appropriate relationships among all Associates/Members of BFC and the aviation community.

Investigations will be completed in a timely manner and generally within 90 days of the complaint having been received, or an incident coming to the attention of BFC, unless there are extenuating circumstances (e.g. illness of the investigator or any of the parties to the investigation, complex investigation).

How will an investigation be conducted?

The person conducting the investigation, whether internal or external to BFC will, at a minimum, complete the following:

- Ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation. The investigator should remind the parties of this confidentiality obligation at the beginning of the investigation.
- Thoroughly interview the Associate/Member or Visitor who allegedly experienced the Harassment, Discrimination or Violence and the respondent, if the respondent is an Associate/Member of BFC, an employee of BFC, or a known Visitor. If the respondent is not an Associate/Member, employee of BFC or a known Visitor, the investigator shall make reasonable efforts to interview the respondent.
- Give the respondent the opportunity to respond to the specific allegations in the complaint. In some circumstances, the complainant should be given a reasonable opportunity to reply.
- Interview any relevant witnesses who are Associates/Members or employees of BFC. The investigator must make reasonable efforts to liaise with third parties to interview any relevant witnesses who are not Associates/Members or employees of BFC if there are any identified. The investigator should remind witnesses of their obligation to keep information related to the investigation confidential both during and after the investigation is completed.
- Collect and review any relevant documents.
- Take appropriate notes and statements during interviews with the parties and witnesses.
- Prepare a written report to be provided to the General Manager of BFC summarizing the complaint/allegations, the steps taken during the investigation, the response, and the evidence gathered. The report shall set out the investigator's findings of fact and come to a conclusion about whether a violation of this Policy was found or not found.

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Within 10 days of the investigation being completed, the parties will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by BFC.

The investigation procedure will be established on a case-by-case basis, based on the individual circumstances of each complaint. BFC maintains the discretion to adjust the form and nature of the investigation process as appropriate.

What will happen if the complaint is found to be true?

If it is found that an Associate or Member of BFC has engaged in discrimination, harassment or violence, discipline will result. Disciplinary action for a violation of this Policy can range from verbal or written warnings up to and including the immediate termination of the Associate/Member's relationship or membership with BFC and/or dismissal from a BFC-related or authorized program, course or event without reimbursement depending on the severity of the incident(s). Corrective action will be taken to protect the health and safety of the complainant and all BFC employees.

Where the investigation reveals that organizational culture, policies, practices and/or processes contributed to the Discrimination, Harassment or Violence, appropriate steps (e.g. training, policy reviews, risk management) will be undertaken by BFC to address the concerns and prevent the issue(s) from recurring.

Protection from Retaliation and Reprisal

BFC will not tolerate retaliation, taunts or threats against any individual who reports or complains about Discrimination, Harassment or Violence, or any breach of this Policy, or any individual who takes part in any investigation conducted under this Policy. Discipline may result for such behaviour including, but not limited to, the termination of the individual's relationship or membership with BFC and/or dismissal from a BFC-related or authorized program, course or event without reimbursement.

Appeals Process

If any Associate/Member directly involved in an investigation is dissatisfied with the outcome or resolution, that said Member has the right to appeal the decision. The dissatisfied party should submit their written comments in a timely manner to BFC's General Manager. BFC's General Manager, in consultation with legal counsel, if deemed appropriate, will render a decision on the appeal. The decision of BFC's General Manager will be final.

Record of Complaints

BFC will maintain a complete written record of each complaint, how it was investigated, and how it was resolved. This will include the following information:

- i) A copy of the complaint or details about the incident;
- ii) A record of the investigation, including notes;
- iii) A copy of witness statements, if taken;
- iv) A copy of the investigation report, if any;
- v) A copy of the written notice delivered to the complainant and the respondent setting out the

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results of the investigation; and a copy of any corrective action taken to address the complaint or incident.

Written records shall be maintained in a confidential manner by BFC's Human Resources department for an appropriate period of time, but in any event for no less than two years.

What happens if an Associate or Member of BFC is hurt as a result of violence in or at BFC?

In addition to following the emergency response protocol listed above, Associates and Members are to immediately report all incidents of violence in writing to a BFC Human Resources representative. Should the Human Resources representative be the person engaging in the violence, then the Associate/Member should report the matter to BFC's General Manager.

False Accusations

BFC recognizes that whether a particular course of conduct constitutes Discrimination, Harassment or Violence requires factual determination. BFC also recognizes that false accusations can have serious effects on innocent persons. If, after investigation, it is clear that a complainant has deliberately or negligently made a false accusation, the complainant may be subject to appropriate discipline up to and including dismissal from FC, loss of their association or membership, or dismissal from BFC-related or authorized training, programs or activities, without reimbursement. However, any complaint made in good faith, which results in a finding that the complaint was not substantiated and/or that there was no Discrimination, Harassment or Violence, shall not result in adverse BFC-related consequences for the complainant.

Education and Training

All Associates and Members of BFC will be made aware of their responsibilities under this Policy and in respect of creating and maintaining an environment free from harassment, discrimination and violence. They will also be made aware of the complaint procedures, and the various internal and external complaint and investigatory mechanisms available.

An awareness and/or training program for Associates and Members of BFC will be implemented and made available. All training material will be reviewed and updated as required at least every three (3) years and following any change to this Policy or an element of the training. Training will be conducted as soon as possible after an individual becomes an Associate or Member of BFC and thereafter at least every three (3) years.

Where training materials are available in electronic form, BFC shall provide training to Associates and Members to enable them to have access to the information and, on the request of an Associate/Member, make a printed copy of the information available.

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9) BFC Privacy Policy

Intent

Brampton Flying Club (BFC) is committed to protecting personal information of our members, associates, customers and staff in compliance with the Federal *Personal Information Protection and Electronic Documents Act* (PIPEDA). This policy outlines standards for the collection, use, and disclosure of personal information by BFC.

Collection and Use

Personal information is only collected for our system database to ensure that BFC is able to contact our members, associates, customers and staff.

Members, associates, customers and the staff's personal information is used solely for the purpose it was collected. If it is to be used or disclosed for a reason other than which it was originally collected, BFC will first obtain the express consent of the person as required by law.

Disclosure

BFC does not share personal information that it collects with other clients or third parties without consent.

Consent

BFC obtains consent from individuals to collect, use, and disclose personal information where required by law.

Individuals have the right to withdraw their consent at any time by notifying BFC in writing. Individuals are informed of the implications of withdrawing their consent at the time of their request.

Safeguarding Personal Information

BFC is responsible for the personal information in its possession and control, including information shared with a third party. When information is shared with a third party, contracts are in place to ensure that information shared is adequately protected.

Personal information may be stored in physical or electronic files. BFC safeguards personal information from unauthorized access, disclosure, use, or modification and against theft or loss regardless of the format in which it is stored. Appropriate safeguards are put in place based on the sensitivity of the information.

Personal information is protected through physical, organizational, and technical measures. Access to member, associates and customers personal information is restricted to employees and other agents of BFC who require the information to perform their job duties, and to those otherwise authorized by law. BFC's computer network systems and databases are secured by complex passwords. Physical files are kept in filing cabinets within locked rooms. BFC ensures that employees who handle client personal information are aware of and understand the importance of maintaining the confidentiality of such information.

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BFC may use artificial intelligence tools for internal activities. BFC will take steps to protect the confidentiality of information entered into artificial intelligence tools that may be used, including removing personal information as necessary. Employees are prohibited from entering confidential or proprietary information into artificial intelligence tools.

Access to and Amending Personal Information

Members, associates, customers and staff may request access to their personal information held by BFC. Written requests may be submitted to the General Manager or delegate at membership@bramfly.com. BFC responds to all requests for access within 10 business days. If BFC denies a request for access to personal information, BFC explains the reason for the refusal.

If an individual finds errors in their personal information, they may submit a request to have BFC make any necessary corrections. BFC updates any incorrect information as required and ensures the information is also updated by applicable third parties.

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10) Important BFC Contact Information

General Manager	Allan Paige	905-838-1400 x222	gm@bramfly.com
CFI	Mohammed Nakhuda	905-838-1400 x300	cfi@bramfly.com
Director of Maintenance	Angelo Micone	905-838-1400 x224	amicone@bramfly.com
Airport Manager	Dan Van Amelsvoort	905-838-1400 x215	dan@bramfly.com
Dispatch/DM		905-838-1400 x0	www.bramptonflightcentre.com
Safety Officer	Anumol Vincent	905-838-1400	besafe@bramfly.com
Airport After Hours Security	Protec	800-387-5956	
SMS Reports	bfc.flightschoolsms.com		
Service Excellence Reports	https://www.bramptonflightcentre.com/community/service-excellence/		

Brampton Flight Centre and Brampton-Caledon Airport are owned and operated by the Brampton Flying Club.

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Appendix #1

Dispatch Procedures on Private Aircraft

All pilots training with the Brampton Flying Club on a private aircraft will have a file that contains applicable information.

Private Pilot Training Program

Files are maintained by the Flight Training Administrator (FTA)

Professional Pilot Training Programs

Files are maintained by the Campus Administrator (CA)

Refresher Training or Any Training Other than the Above

Files are maintained by the CASO/Rentals Manager

Dispatch Procedure from CNC3

1. The pilot will take the Flight Information/Rental Agreement Sheet to the Dispatcher. All students are required to sign the form, except for students training on private aircraft.
2. The Dispatcher will enter the flight into Fleet Captain and have the Pilot sign the digital signature pad (which constitutes signing the Daily Flight Record, DFR). Pilots must review the Safety Information and Memo Binder located at the Signature Pad.
3. All solo training must be authorized to fly by the Duty Manager (DM). If the DM is not available then solo training flights are to be authorized by a qualified flight instructor.
4. The solo pilots will complete necessary planning with aircraft documents and then go to the DM who will review pilot's documents and authorize pilot using appropriate sign out checklist. If it is necessary for a Flight Instructor to sign out a pilot they will use company sign out checklists to ensure the pilot is in compliance with BFC policies and procedures.
5. The DM will sign the authorization line of the Flight Information and Rental Agreement to indicate the pilot is approved for flight. The DM will also sign the digital Signature Pad authorizing all solo flights.
6. Approved checklist for flight following to be kept for the duration of the flight.
7. Dispatcher will enter flight in to billing system.

The Signature Pad for signature by pilots of private aircraft will read as follows:

The trainee, _____, _____, certifies that he/she has submitted a completed BFC Flight Agreement and that a PGI (where a new exercise is being conducted) and a Pre-Flight briefing has been received. I acknowledge this aircraft is not owned by BFC and that it is within its required inspection cycle and the PIC is aware of any defects.