



**Manitoba Airsoft Association Inc.**

**“Leading the Way”**

**30 Shoreline Drive**

**Winnipeg, Manitoba**

**R3P 2J7**

# **Bylaws of the Manitoba Airsoft Association Inc. 2009**

**PART 1**  
**DEFINITIONS, APPLICATION AND OPERATION OF THE MAA BYLAWS**

**Definitions**

**1(1) In the MAA Bylaws,**

**“Applicant” - any person who has applied, through formal written request under section 5, to become an MAA Member;**

**“Application” - a written request (electronic or paper) from an applicant to become an MAA Member;**

**“Document” - a book, journal, tape, receipt, computer disc, computer print-out, document or other thing containing information or data of any kind;**

**“Indicter” - member of the airsoft community who filed an incident report, with the MAA Board of Directors, regarding another airsoft community member’s actions;**

**“Infraction” - the action of an airsoft community member in violation of the MAA Bylaws, or game specific regulations, or written MAA protocols;**

**“Offender” - an airsoft community member that was proven to have committed an infraction under the MAA Bylaws;**

**“Regulation” - any written rules or protocols created by the MAA Board of Directors; and passed by either voting of the MAA Board of Directors, or by referendum of the MAA Membership;**

**“Respondent” - an airsoft community member that has been indicted for an infraction under the MAA Bylaws, but not yet proven guilty of the infraction;**

**“Suspension” - a temporary abrogation of an airsoft community member from both MAA events and the MAA web forum.**

**1(2) “MAA”**

**In these Bylaws, all references to the MAA mean the Manitoba Airsoft Association Inc.**

**PART 2 MAA  
QUALIFICATIONS AND STANDARDS**

**Division 1  
MAA Membership Applicants**

**Equal Opportunity Membership**

- 2 MAA Member status is open to any member of the general public, with equal opportunity where the applicant has met the standards under Division 1 of the MAA Bylaws.**

**Applicant Minimum Standards**

- 3 All applicants must meet the minimum standards to apply for MAA Membership, where the applicant must**
- (a) be no younger than 18 years of age; and**
  - (b) Be a resident of Manitoba.**

**Application Protocol**

- 4 All applicants must submit an application to the MAA Board of Directors which contains**
- (a) A statement that the applicant has met the minimum standards under section 3 (further proof may be requested); and**
  - (b) a description of who they are; and**
  - (c) a photograph of the applicant suitable for identification card use (head and shoulders, mouth closed, white background if possible).**

**Division 2  
Current MAA Members**

**Membership Rules**

- 5 All MAA Members must follow the rules and regulations under the MAA Bylaws without exception, including any other written MAA regulations.**

**Member Conduct**

- 6 MAA Members must conduct themselves in a respectful manner whenever representing the MAA.**

**MAA Liability to Membership**

- 7 MAA Members may not hold the MAA or the MAA Board of Directors liable for any damages caused to their person or property.**

**Membership Fee**

- 8 All members must pay the applicable annual membership fee specified under section 49**

**Loss of Membership**

- 9 An MAA Member that has lost their membership status for any reason, who wishes to reapply for membership must do so according to the regulations under division 1; and may not reapply within four (4) months of losing their membership.**

**Member's Vote**

- 10 All MAA Members have the right to vote on issues brought to the membership by the MAA Executive, within the specified time period.**

**Proxy Vote**

- 11 Those MAA Members not present to a vote may vote by a proxy MAA Member where proper documentation has been provided.**

**MAA Equipment**

- 12 All MAA Members may make use of MAA equipment, once a proper request form has been given to the MAA Executive, on a first come first served basis.**

**Division 3**  
**MAA Board of Directors Membership**

**Board of Directors Requirement**

- 13 To qualify for MAA Board of Directors Member status a member must**
- (a) be an official MAA Member; and**
  - (b) have no more than two consecutive unexcused absences from board meetings; and**
  - (c) attend no less than 60% of the board meetings per year; and**
  - (d) Have been elected to a position under subsection 15(1); or have been appointed as a team representative as specified under section 16.**

**Conduct of MAA Board of Directors**

- 14 MAA Board of Directors members must reasonably conduct themselves in a respectful and professional manner at all times.**

**Executive positions**

- 15(1) The MAA Executive will consist of five (5) elected positions: President, Vice President, Secretary, Treasurer and Member Relations Director, whose duties are listed under division 3.**
- 15(2) Any position may be shared by multiple people if workload is sufficient. In such cases, one vote is cast per position and agreement must be reached by both parties or the position must abstain from the vote. Shared positions do not get two Executive votes.**
- 15(3) All voluntary resignations must be accompanied by a handover package. This package must include any passwords, logins, email addresses, contact information or instructions which may be required to perform the duties of the position being vacated.**

**Representation of elected positions**

- 15(4) Elected officials within the MAA Board of Directors must conduct themselves, without bias, with consideration toward the interests of their elected position and the interests of the MAA membership.**

**Team Representatives**

- 16 All MAA Teams will be allowed one (1) representative on the MAA Board of Directors; the member selected to become a team's representative must**
- (a) be appointed by their team by whichever means that team chooses, with documentation; and**
  - (b) Obtain a vote of approval from the MAA Board of Directors.**

**Business representation**

- 17(1) No for profit businesses may be represented within the MAA Board of Directors.**

**Business representatives**

- 17(2) No member of the MAA Board of Directors may be employed, for wage, by a business that profits directly from Airsoft events or MAA activities.**

#### **Duties of the MAA President**

- 18** The duties of the MAA President will include, but are not limited to:
- (a)** Deciding the aggregate direction of the MAA;
  - (b)** Making agendas for and leading MAA Meetings;
  - (c)** Representing the MAA in any dealings with the public;
  - (d)** Making the final decision in all undecided votes;
  - (e)** Monitoring info@mb-airsoft.ca and responding as required;
  - (f)** Maintaining a handover package as outlined in subsection 15(3);

#### **Duties of the MAA Vice President**

- 19** The duties of the MAA Vice President will include, but are not limited to:
- (a)** Assisting the MAA President in public representation;
  - (b)** Taking over presidential duties in absence of the MAA President;
  - (c)** Assisting the MAA President with maintaining the aggregate direction of the MAA;
  - (d)** Monitoring info@mb-airsoft.ca and responding as required;
  - (e)** Maintain a handover package as outlined in subsection 15(3);
  - (f)** Other duties prescribed by the MAA President.

#### **Duties of the MAA Secretary**

- 20** The duties of the MAA Secretary will include, but are not limited to:
- (a)** Keeping record of meeting minutes for MAA meetings;
  - (b)** Creating documents used for record keeping by the MAA;
  - (c)** Storing MAA records and documents;
  - (e)** Updating records kept by the MAA;
  - (e)** Making documents available, upon request, to MAA Members within a reasonable period of time;
  - (f)** Monitoring info@mb-airsoft.ca and responding as required;
  - (g)** Maintaining a handover package as outlined in subsection 15(3);
  - (h)** Other duties prescribed by the MAA President.

#### **Duties of the MAA Treasurer**

- 21** The duties of the MAA treasurer will include, but are not limited to:
- (a)** Being the primary point of contact for all MAA fiscal transactions;
  - (b)** Providing the MAA Membership with fiscal status updates periodically, or whenever requested by an MAA member within a reasonable amount of time;
  - (c)** Giving a yearly detailed MAA fiscal report during the MAA annual general meeting;
  - (d)** Submitting an annual synoptic to the MAA Board of Directors;
  - (e)** Making the MAA Board of Directors aware of any financial concerns;
  - (f)** Maintaining a handover package as outlined in subsection 15(3);
  - (g)** Other duties prescribed by the MAA President.

#### **Duties of the MAA Member Relations Director(s)**

- 22** The duties of the MAA Member Relations Director will include, but are not limited to:
- (a)** Creating and organizing all public media for the MAA;
  - (b)** Maintaining an MAA member database
  - (c)** Maintaining MAA member statuses and membership cards;
  - (d)** Organizing MAA member discounts;
  - (e)** Voting on behalf of the non-team affiliated players of the MAA in Board of Director votes as well as presenting input from these members to the Board of Directors;
  - (f)** Monitoring info@mb-airsoft.ca and responding as required;
  - (g)** Maintaining a handover package as outlined in subsection 15(3);
  - (h)** Other duties prescribed by the MAA President.

#### **Right to vote of Board of Directors members**

**23(1) MAA Board members may participate in all votes conducted by the MAA.**

#### **Board of Directors member proxy vote**

**23(2) MAA Board of Directors members may not vote by proxy as written under section 11.**

#### **Quorum**

**23(3) A quorum must be attended by at least fifty (50) percent of board members for business transactions to take place and motions to pass.**

#### **Requirement for MAA Board of Directors votes**

**23(4) All MAA Board exclusive votes require eighty (80) percent majority to pass where majority support must be shown supporting amendments to the MAA.**

#### **Board of Directors non-confidence vote**

**24(1) Any MAA Board member may be removed from their position on the MAA Board with the passing of a non-confidence vote held within the MAA Board; which excludes the vote of the member which the non-confidence vote encompasses.**

#### **Removal of team representatives**

**24(2) Team representatives on the MAA Board of Directors may be removed from their position at their team's discretion, with supporting documentation.**

#### **Resignations from the Board of Directors**

**25(1) Resignation from the Board must be in writing and received by the secretary.**

**25(2) All voluntary resignations must be accompanied by a handover package which includes any passwords, logins, email addresses, contact information, instructions etc which may be required to perform the duties of the position being resigned from.**

#### **Vacancies**

**26 When a vacancy on the Board exists, the secretary must receive nominations for the new board member from existing board members two (2) weeks in advance of a meeting. These nominations shall be voted upon at the next board meeting. These vacancies will be filled only to the end of the particular board member's term.**

#### **Effect of Vacancy**

**27 A vacancy on the board shall not impair the right of the remaining members to perform their duties and exercise all the power and authority of the board.**

**Division 4  
MAA Teams**

**Requirements to qualify**

- 28 To qualify as an MAA Team that team must**
- (a) have no less than six (6) members, with a minimum of four (4) MAA Members; and**
  - (b) Have been an officially formed team for a minimum of four (4) months from their first attended recognized event as a formed team.**

**Right to recruit and advertise**

- 29 MAA Teams have the right to use the MAA forum and MAA events to advertise for their hosted games as well as for recruitment purposes.**

**Allowed executive representative**

- 30 MAA Teams are entitled to one representative on the MAA Executive as specified under section 16. This is not a requirement.**

**PART 3  
ADMINISTRATION AND PROTOCOLS**

**Division 1  
MAA Elections**

**MAA Executive candidate requirements**

**31(1) Any MAA Member may run for a position on the MAA Executive with a required two (2) nominations.**

**Maximum candidate nominations**

**31(2) An MAA Member may be nominated for more than one position but may only run in the election for one position.**

**Election required dates**

**32 MAA Elections will be held annually in the month of April, and organized at the discretion of the current MAA Board of Directors.**

**Required majority**

**33(1) The candidate with the majority of votes at the conclusion of the MAA Elections will receive the position they were running for.**

**Determining majority for multiple candidates**

**33(2) Where there are more than two (2) candidates running for the same position, the candidate with the least number of votes at its conclusion will be disqualified and another vote will be held with the remaining candidates; this will be repeated until a majority vote is reached between two (2) candidates.**

**Absence of nominees**

**34 In the case where no nominee exists for a position, any MAA Member may volunteer for the position. To be accepted, the candidate must pass an approval vote from the MAA Board of Directors.**

**Division 2**  
**MAA Referendums**

**Right to hold referendum**

- 35** For those issues deemed of significant importance by the MAA Board of Directors, a referendum may be held to obtain a final decision.

**Right to vote**

- 36** All MAA Members have the right to vote on the referendum under section 10 of the MAA Bylaws.

**Allowed voting time**

- 37** The length of time given for members to vote on the referendum will be predetermined before the vote begins.

**Division 3**  
**MAA Disciplinary Protocol**

**Filing an incident report with the MAA**

- 38(1) Any player, or member of the airsoft community, may file an incident report with the MAA Board of Directors regarding another player or member of the airsoft community, specifying:**
- (a) the name of the respondent;**
  - (b) the date of the infraction;**
  - (c) the location of the infraction;**
  - (d) the names of any supporting witnesses; and**
  - (e) the respondent's actions or behaviours in violation of**
    - (i) the MAA Bylaws;**
    - (ii) game specific regulations;**
    - (iii) Written MAA regulations.**

**Privacy of incident specifics**

- 38(2) All personal information regarding the incident report will remain private; between the indicter, the respondent, any supporting witnesses, and the MAA Board of Directors.**

**Burden of proof**

- 39 It is the responsibility of the indicter to prove, within reason, that the infraction specified in the incident report under subsection 38(1) was the result of deliberate action by the respondent.**

**Non-deliberate action**

- 40 If the incident occurred as a result of the respondent, but not by their deliberate action then the respondent will be given a formal warning only; and the incident will not be considered for discipline.**

**Disciplinary tier protocol**

- 41(1) For each infraction by a player or member of the airsoft community, the level of disciplinary action will progress to the next disciplinary tier.**

**Primary level of disciplinary action**

- 41(2) Disciplinary tier 1 will require a formal written warning be issued to the offender.**

**Secondary level of disciplinary action**

- 41(3) Disciplinary tier 2 will require a suspension be issued to the offender for a length of time, as determined by the MAA Board of Directors, between a minimum of two (2) weeks to a maximum of six (6) weeks.**

**Tertiary level of disciplinary action**

- 41(4) Disciplinary tier 3 will require a suspension be issued to the offender for a length of time, as determined by the MAA Board of Directors, of no less than six (6) weeks to no maximum.**

**Clearing disciplinary status**

- 42 A previous offender who has completed a time period of twelve (12) consecutive months without an infraction, after duration of the disciplinary tier action, will be cleared of their disciplinary tier status, unless otherwise stipulated by the MAA Board of Directors during determination of disciplinary action under section 41.**

**Repeating Tier 3**

- 43 An offender who is currently at disciplinary tier 3 and commits any further infractions will be subject to further disciplinary tier 3 action.**

### **Revoking membership for tier 3**

- 44 MAA Members who reach disciplinary tier 3 may have their membership revoked by the passing of a vote within the MAA Board of Directors.**

### **Actions of violent intent**

- 45 Actions of direct and deliberate violence with the intent to harm another player or member, not considered a normal occurrence of game play, will result in an automatic disciplinary tier 3 action.**

### **Board discretion for discipline**

- 46 The MAA Board of Directors may modify the disciplinary tier of a player or member with successful passing of a vote by the MAA Board of Directors.**

### **Documentation of incidents**

- 47 All incident reports and disciplinary actions taken will be documented by the MAA Board of Directors. All such documents will be retained by the Secretary.**

**Division 4  
MAA Fiscal Policy**

**Non-profit association**

**48** The MAA is a non-profit organization, and all fiscal actions must adhere to this status.

**Required membership fee**

**49** All MAA Members must pay an annual membership fee, which is currently \$30.00 CAD.

**Payment deadline**

**50(1)** The membership fee payment deadline is April 1<sup>st</sup> of that fiscal year.

**Late membership payment**

**50(2)** A member who pays their membership fee after April 1<sup>st</sup>, as specified under subsection (1), will be subject to a 10% late fee in addition to the membership fee under section 49.

**Deadline for membership status**

**50(3)** Any MAA Member who has not paid their membership fee by May 1<sup>st</sup> of that fiscal year will have their membership status revoked.

**Early season join date**

**51** A new MAA Member who joins after March 1<sup>st</sup> will be given 4 months from their join date, to pay their membership fee, and will not be subject to section 50 for that fiscal year.

**Late season join date**

**52** A new MAA Member who joins after June 30<sup>th</sup> will be given until January 1<sup>st</sup> to pay their MAA fee, which will also account for the member's fee payment for the next fiscal year.

**Membership refunds**

**53** Membership fees are only refundable up to the deadline, April 1<sup>st</sup>, of the fiscal year it was paid; which must be submitted as a written request to the MAA Treasurer, detailing the reason for the refund request.

**Request of MAA fiscal status**

**54** MAA Members may request from the MAA Treasurer the current MAA fiscal status as detailed under subsection 20(b).

**Use of MAA funds**

**55** MAA funds will be allocated only for those expenditures approved by the MAA Board of Directors, and must be related to MAA activities or needs.

**Approval for projects**

**56** Any project proposals must receive MAA Board approval to become an official project of the MAA and to receive MAA funds.

**Proposal to membership**

**57** Any projects of the MAA which are of considerable expense, as determined by the MAA Board of Directors, must be brought forward for review by the MAA Membership.

**Division 5**  
**MAA Field Administration**

**Fields receiving of funds**

**58** Only MAA approved fields may be the subject of proposals for MAA projects.

**Requirements for MAA Field status**

**59** Any field or location may become an MAA authorized field if it has been

- (a)** available for hosting events open to MAA Members for 4 months since the first recognized event; and
- (b)** host to no less than 3 recognized events per year; and
- (c)** open to all MAA Members unless,
  - (i)** a specific MAA Member is under a suspension as specified under section 41, or
  - (ii)** The field administrator has requested a specific member to leave the field under section 60.

**Request for player removal**

**60** The field administrator may request a player vacate the field, which will be considered a temporary suspension with a duration of that recognized event; requiring, within a reasonable time period, a written report be submitted to the MAA Board of Directors detailing

- a)** the name of the removed player;
- b)** the date of the removal;
- c)** the location of the removal; and
- d)** reason for the removal of the player.

**Permission for field projects**

**61(1)** The MAA Board of Directors must obtain permission from the field administrator for any MAA projects planned for that field prior to committing any MAA funds or performing any work.

**Administrator right to veto**

**61(2)** The field administrator may veto any projects proposed for their property.

**Administrator right for proposals**

**62** The field administrator may make project proposals, for use on their field, directly to the MAA Board of Directors.

**Field Status Agreements**

**63** Any projects that are funded by the MAA remain property of the MAA regardless of physical location. If a field becomes no longer available for use, the field administrator must allow the MAA to remove any projects from their property. Alternatively, the field administrator may offer to reimburse the MAA for projects. Costs to be determined on a case by case basis.

**Division 6**  
**Bylaw Amendments**

**Amendment or addition of a section**

**64(1) The MAA Board of Directors may only amend or append a section within the MAA Bylaws by unanimous vote of the MAA Board of Directors. Incidental amendments for spelling or grammar correction which do not alter the intent or spirit of the Bylaws do not require a vote.**

**Announcement of updates**

**64(2) The MAA Board of Directors must announce to the MAA Membership any changes to the MAA Bylaws.**

**Removal of the MAA Bylaws**

**65 For removal of the MAA Bylaws document in its entirety, the MAA Board of Directors must**  
**(a) vote unanimously for removal of the MAA Bylaws; and**  
**(b) obtain majority support for removal from the MAA Membership.**