

## SWIM NOVA SCOTIA (“SNS”) POLICIES

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| <b>Policy Title</b>        | <b>Date of Last Approval</b> |
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| Safe Sport                 | January 2021                 |
| Code of Conduct and Ethics | January 2021                 |
| Discipline and Complaints  | January 2021                 |
| Dispute Resolution         | January 2021                 |
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| Equity and Inclusion       | January 2021                 |
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| Social Media Use           | January 2021                 |
| Club Membership            | January 2021                 |
| Confidentiality            | January 2021                 |
| Conflict of Interest       | January 2021                 |

## SAFE SPORT POLICY

*\* Indicates a section that has been adapted from the UCCMS*

### Purpose

1. This Policy describes how SNS aims to provide a safe sport environment.

### Commitment to True Sport Principles

2. SNS commits to the True Sport Principles which are:
  - a) **Go for It** – Rise to the challenge – always strive for excellence. Discover how good you can be.
  - b) **Play Fair** – Play honestly – obey both the letter and spirit of the rules. Winning is only meaningful when competition is fair.
  - c) **Respect Others** – Show respect for everyone involved in creating your sporting experience, both on and off the field. Win with dignity and lose with grace.
  - d) **Keep it Fun** – Find the joy of sport. Keep a positive attitude both on and off the field.
  - e) **Stay Healthy** – Place physical and mental health above all other considerations – avoid unsafe activities. Respect your body and keep in shape.
  - f) **Include Everyone** – Share sport with others. Ensure everyone has a place to play.
  - g) **Give Back** – Find ways to show your appreciation for the community that supports your sport and helps make it possible.

### Commitment to a Sport Environment Free from Maltreatment

3. \*SNS makes the following commitments to a sport environment free from Maltreatment:
  - a) All Participants in sport can expect to play, practice and compete, work, and interact in an environment free from Maltreatment.
  - b) Addressing the causes and consequences of Maltreatment is a collective responsibility and requires the deliberate efforts of all Participants, sport stakeholders, sport club administrators and organization leaders.
  - c) Participants in positions of trust and authority have the general responsibility to protect the health and well-being of all other Participants.
  - d) Adult Participants have a specific ethical and statutory duty and the additional responsibility to respond to incidents of Maltreatment involving Minors and other Vulnerable Participants.
  - e) All Participants recognize that Maltreatment can occur regardless of age, sex, sexual orientation, gender identity or expression, race, ethnicity, Indigenous status, or level of physical and intellectual disability and their intersections. Moreover, it is recognized that those from traditionally marginalized groups have increased vulnerability to experiences of Maltreatment.
  - f) All Participants recognize that individuals who have experienced Maltreatment may experience a range of effects that may emerge at different time points and that can profoundly affect their lives.
  - g) All adults working with children and youth have a duty to prevent or mitigate opportunities for misconduct.
  - h) In recognition of the historic vulnerability to discrimination and violence amongst some groups, and that continues to persist today, Participants in positions of trust and authority have a duty to incorporate strategies to recognize systemic bias, unconscious bias, and to respond quickly and effectively to discriminatory practices

### Pledge

4. The stakeholders, members, and leaders of SNS are expected to live the True Sport Principles and SNS pledges to embed the True Sport Principles in its governance and operations in the following ways:

- a) Conduct Standards – SNS will adopt comprehensive conduct standards that are expected to be followed by Participants
- b) Athlete Protection – SNS will provide coaches and other stakeholders with general and sport-specific Athlete protection guidelines
- c) Dispute Resolution and Investigations – SNS will have dispute resolution processes that are confidential and procedurally fair and that require independent investigation for certain alleged violates of the conduct standards
- d) Strategy – SNS will have a strategic plan that reflects the organization’s mission, vision, and values
- e) Governance – SNS will have a diverse blend of sport leaders and will adhere to principles of good governance
- f) Risk Management – SNS will intentionally manage risks to its operations and events through the use of risk management plans and/or risk registries

**Conduct Standards**

- 5. SNS will adopt a *Code of Conduct and Ethics* that describes standards of conduct and behaviour for all Participants. General standards of conduct will apply to all Participants and specific standards will be described for positions within the organization. The *Code of Conduct and Ethics* will have specific sections, including but not limited, to:
  - a) Athletes
  - b) Coaches
  - c) Officials
  - d) Volunteers
  - e) Directors and Committee Members
  - f) Parents and Spectators
  
- 6. The *Code of Conduct and Ethics* will contain detailed definitions of key terms, including:
  - a) Maltreatment
  - b) Harassment
  - c) Discrimination
  - d) Workplace Harassment
  - e) Workplace Violence
  
- 7. SNS recognizes the recent development of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS). Although only National organizations are required to integrate the UCCMS into their policies at this time, SNS recognizes the benefits of aligning its policies with the National standard. SNS policies incorporate the key elements of the current version of the UCCMS as follows (which are indicated by an \* in the policy):

| <b>UCCMS v. 5.1 Section</b>        | <b>SNS Policies</b>   |
|------------------------------------|---|
| Section 1.2 – General Principles   | Discipline and Complaints Policy para. 3                            |
| Section 1.3 – Consensus Statements | Safe Sport Policy para. 3   |
| Definitions                        | Discipline and Complaints Policy para. 1<br>Code of Conduct para. 1 |
| Scope and Application 2.12         | Code of Conduct para. 5<br>Discipline and Complaints Policy para. 7 |
| Scope and Application 2.13         | Code of Conduct para. 11b   |
| Scope and Application 2.14         | Code of Conduct para. 8-9   |
| Scope and Application 2.15         | Code of Conduct para. 10  |
| Scope and Application 2.16         | Discipline and Complaints Policy para. 19                           |
| Maltreatment 2.2                   | Code of Conduct para. 1   |

|                           |  |
|---------------------------|--|
| Retaliation 2.2.6.1.2     | Discipline and Complaints Policy para. 20    |
| Sanctions 3.1             | Discipline and Complaints Policy para. 34    |
| Considerations 3.2        | Discipline and Complaints Policy para. 32-33 |
| Presumptive Sanctions 3.3 | Discipline and Complaints Policy para. 35    |
| Public Disclosure 3.4     | Discipline and Complaints Policy para. 43    |

### *Anti-Doping*

8. The *Code of Conduct and Ethics* will indicate that SNS adopts and adheres to the Canadian Anti-Doping Program.

### **Athlete Protection**

#### *Screening*

9. SNS will adopt a comprehensive *Screening Policy* that requires some Participants to pass a screening process before being permitted to interact with Athletes. The *Screening Policy* will:
- a) Categorize positions in the organization as ‘Low Risk’, ‘Medium Risk’, and ‘High Risk’ and require progressive screening measures for individuals serving in each category of risk
  - b) Describe how frequently some Participants must obtain a criminal record check and which type of check(s) they must obtain
  - c) Describe how frequently some Participants must submit Screening Disclosure Forms and Screening Renewal Forms
  - d) Empower a Screening Committee to prohibit Participants who do not pass screening from participating in certain positions
  - e) Empower a Screening Committee to attach conditions to a Participant’s participation in certain positions

#### *Resources*

10. SNS will regularly provide information to Participants about resources and training related to Athlete protection. Resources and training opportunities can include:
- a) [NCCP modules](#)
  - b) [Respect in Sport](#)
  - c) [Commit to Kids](#)
  - d) [Red Cross – Respect Education Courses](#)

### **Dispute Resolution**

11. SNS will have a comprehensive suite of dispute resolution policies that will include:
- a) *Discipline and Complaints Policy*
  - b) *Appeal Policy*
  - c) *Dispute Resolution Policy*
12. Taken together, the suite of dispute resolution policies will include the following features:
- a) An independent individual to whom complaints can be submitted
  - b) Sanctions for violations of conduct standards
  - c) Mechanism for suspension of individuals pending the conclusion of the process
  - d) Non-biased and experienced case managers, decision-makers and/or investigators
  - e) Protection from reprisal for submitting complaints
  - f) Anonymity for the complainant in cases of whistleblowers (when possible)
  - g) Independency of appeal procedures (when appeals are permitted)
  - h) Opportunity for alternative dispute resolution
  - i) Investigations of certain complaints
  - j) In-event discipline procedures (when an event does not have its own disciplinary procedures)

*Obligations – Reporting*

13. The policies of SNS will include requirements that certain complaints must be reported to government entities, local police services, and/or child protection agencies.

*Records*

14. SNS will retain records of decisions that have been made pursuant to the organization's policies. These records may be shared with other individuals or organizations, including but not limited to, national sport organizations, provincial/territorial sport organizations, multi-sport organizations, and government entities.

**Governance and Operations**

15. SNS will have a comprehensive plan in which Athlete protection and safe sport are top priorities for the organization.

16. SNS will pursue a governance structure and organizational culture that reflects the diversity of the Athletes and stakeholders within the sport, that adheres to all applicable federal and/or provincial/territorial legislation, and that moves toward a national alignment strategy for the sport in Canada.

17. SNS will continually monitor and evaluate its policies, practices, and procedures.

## CODE OF CONDUCT AND ETHICS

\* Indicates a section or definition that has been adapted from the UCCMS

### Definitions

1. The following terms have these meanings in this Code:

- a) **\*Athlete** – An individual who is an Athlete Participant in SNS who is subject to the UCCMS and the policies of SNS
- b) **\*Consent** – *Consent* is defined in Canada’s *Criminal Code* as the voluntary agreement to engage in the sexual activity in question. The law focuses on what the person was actually thinking and feeling at the time of the sexual activity. Sexual touching is only lawful if the person affirmatively communicated their consent, whether through words or conduct. Silence or passivity does not equal consent. Sexual activity is only legal when both parties consent. The *Criminal Code* also says there is no consent when: Someone says or does something that shows they are not consenting to an activity; Someone says or does something to show they are not agreeing to continue an activity that has already started; Someone is incapable of consenting to the activity, because, for example, they are unconscious; The consent is a result of a someone abusing a position of trust, power or authority or someone consents on someone else’s behalf. A person cannot say they mistakenly believed a person was consenting if: that belief is based on their own intoxication; they were reckless about whether the person was consenting; they chose to ignore things that would tell them there was a lack of consent; or they didn’t take proper steps to check if there was consent. Sexual activity with a Minor is a criminal offence as is sexual activity with a person under the age of 18 years when the other person is in a position of trust or authority
- c) **\*Disclosure** - The sharing of information by a Participant regarding an incident or a pattern of Maltreatment experienced by that Participant. Disclosure does not constitute a formal report that initiates a process of investigation to address the Maltreatment
- d) **\*Discrimination** – Differential treatment of an individual based on one or more prohibited grounds which include race, citizenship, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability.
- e) **\*Duty to Report**
  - i. **Concerns Under Child Protection Legislation:** A legal duty to report is mandated by law, and the requirement varies by province depending on provincial legislation. Everyone has a duty to report child abuse and neglect under Canadian child welfare laws. Professionals who work with children and youth have an added responsibility to report. Adults are obliged to report child Maltreatment if there is knowledge or suspicion that it is occurring. This is called the “duty to report.” Every person in Canada has the duty to report known or suspected child Maltreatment by law. Known or suspected abuse or Neglect of a child must be reported to: local child welfare services (e.g., children’s aid society or child and family services agency), or provincial/territorial social service ministries or departments, or local police
  - ii. **Concerns Outside of Child Protection Legislation:** Participants have a duty to report concerns of inappropriate conduct of other Participants to uphold the ethical standards and values of Canadian sport. Reporting inappropriate conduct is important to ensure proper action is taken and expectations are re-established. By addressing inappropriate conduct, a collective responsibility to protect Participants from Maltreatment is enacted
- f) **\*Grooming** – Deliberate conduct by a Participant to sexualize a relationship with a Minor that involves the gradual blurring of boundaries and normalization of inappropriate and sexually abusive behaviour. During the grooming process, the Participant will gain the trust of the Minor and protective adults and peers around the Minor often under the guise of an existing relationship. Manipulation tactics are then used to blur perceptions and gain further access to and private time with the Minor in order to

abuse or exploit the Minor. Grooming can occur whether or not harm is intended or results from the behaviour. (Grooming is also a prohibited behaviour listed under the definition of Maltreatment)

- g) **Harassment** – A course of vexatious comment or conduct against a Participant or group, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:
- i. Written or verbal abuse, threats, or outbursts;
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
  - iii. Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
  - iv. Leering or other suggestive or obscene gestures;
  - v. Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
  - vi. Practical jokes which endanger a person's safety, or may negatively affect performance;
  - vii. Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking individual by a more senior individual, which does not contribute to either individual's positive development, but is required to be accepted as part of a team or group, regardless of the junior-ranking individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
  - viii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
  - ix. Deliberately excluding or socially isolating a person from a group or team;
  - x. Persistent sexual flirtations, advances, requests, or invitations;
  - xi. Physical or sexual assault;
  - xii. Behaviours such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and
  - xiii. Retaliation or threats of retaliation against a person who reports harassment to SNS.
- h) **\*Maltreatment** – Includes Maltreatment related to:
- i. *Psychological Maltreatment* – which includes, without limitation, verbal acts, non- assaultive physical acts and acts that deny attention or support
    - a. Verbal Acts - Verbally assaulting or attacking someone, including but not limited to: unwarranted personal criticisms; body shaming; derogatory comments related to one's identity (e.g. race, gender identity or expression, ethnicity, Indigenous status, ability/disability); comments that are demeaning, humiliating, belittling, intimidating, insulting or threatening; the use of rumours or false statements about someone to diminish that person's reputation; using confidential sport and non-sport information inappropriately. Verbal Maltreatment may also occur in online forms
    - b. Non-assaultive Physical Acts (no physical contact) - Physically aggressive behaviors, including but not limited to: throwing objects at or in the presence of others without striking another; hitting, striking or punching objects in the presence of others
    - c. Acts that Deny Attention or Support - Acts of commission that deny attention, lack of support or isolation including but not limited to: ignoring psychological needs or socially isolating a person repeatedly or for an extended period of time; abandonment of an Athlete as punishment for poor performance; arbitrarily or unreasonably denying feedback, training opportunities, support or attention for extended periods of time and/or asking others to do the same
  - ii. *Physical Maltreatment* – includes, without limitation, contact or non-contact behaviours that have the potential to cause physical harm

- a. Contact behaviours - Including but not limited to: deliberately punching, kicking, beating, biting, striking, strangling or slapping another; deliberately hitting another with objects
  - b. Non-contact behaviours - Including but not limited to: isolating a person in a confined space; forcing a person to assume a painful stance or position for no athletic purpose (e.g., requiring an Athlete to kneel on a hard surface); the use of exercise for the purposes of punishment; withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep; denying access to a toilet; providing alcohol to a Participant under the legal drinking age; providing illegal drugs or non-prescribed medications to a Participant; encouraging or knowingly permitting an Athlete to return to play prematurely following any injury or after a concussion and without the clearance of a medical professional; encouraging an Athlete to perform a skill for which they are known to not be developmentally ready
- iii. *Sexual Maltreatment* – includes, without limitation, any act targeting a person’s sexuality, gender identity or expression, that is committed, threatened or attempted against a person, and includes but is not limited to the Criminal Code Offences of sexual assault, sexual exploitation, sexual interference, invitation to sexual touching, indecent exposure, voyeurism and non-consensual distribution of sexual/intimate images. Sexual Maltreatment also includes sexual harassment and stalking, cyber harassment, and cyber stalking of a sexual nature. Examples include:
- a. Any penetration of any part of a person’s body, however slight, with any object or body part by a person upon another person, including but not limited to:
    - 1. vaginal penetration by a penis, object, tongue, or finger; and
    - 2. anal penetration by a penis, object, tongue, or finger
  - b. Any intentional touching of a sexual nature of any part of a person’s body, however slight, with any object or body part by a person upon another person, including but not limited to:
    - 1. kissing;
    - 2. intentional touching of the breasts, buttocks, groin or genitals, whether clothed or unclothed, or intentionally touching of another with any of these body parts;
    - 3. any contact, no matter how slight, between the mouth of one person and the genitalia of another person;
    - 4. making another touch themselves, the Participant, or someone else with or on any of the body parts listed in b); and
    - 5. any intentional touching in a sexualized manner of the relationship, context or situation
  - c. In addition to the criminal acts identified above, the UCCMS prohibits sexual relations between an Athlete above the age of majority (depending upon jurisdiction) and a Participant who holds a position of trust and authority on the basis that there can be no Consent where there is a Power Imbalance. A Power Imbalance that is presumed to exist may be challenged
- iv. *Neglect* – or acts of omission, includes without limitation: not providing an Athlete recovery time and/or treatment for a sport injury; not being aware of and not considering an individual’s physical or intellectual disability; not considering supervision of an Athlete during travel, training or competition; not considering the welfare of the Athlete when prescribing dieting or other weight control methods (e.g., weigh-ins, caliper tests); disregarding the use of performance-enhancing drugs by an Athlete; failure to ensure safety of equipment or environment; allowing an Athlete to disregard sport’s rules, regulations, and standards, subjecting Participants to the risk of Maltreatment



- v. *Grooming* – is often a slow, gradual and escalating process of building trust and comfort with a young person. Grooming includes, without limitation, the process of making inappropriate behaviour seem normal and gradually engaging in ‘boundary violations’ which have been professionally-identified to Canadian standards (e.g., a degrading remark, a sexual joke, sexualized physical contact; adult Participants sharing rooms with a Minor who is not an immediate family member; providing a massage or other purported therapeutic interventions with no specific training or expertise; private social media and text communications; sharing personal photographs; shared use of locker rooms; private meetings; private travel, and providing gifts). The Grooming process:
  - a. Grooming usually begins with subtle behaviours that do not appear to be inappropriate. Many victims/survivors of sexual abuse do not recognize the grooming process as it is happening, nor do they recognize that this process of manipulation is part of the overall abuse process
  - b. In the grooming process, the offender begins by gaining trust of adults around the young person. The offender establishes a friendship and gains the young person’s trust. Grooming then involves testing boundaries (e.g. telling sexual jokes, showing sexually explicit images, making sexual remarks). Typically, behaviour moves from non-sexual touching to “accidental” sexual touching
  - c. The young person is often manipulated into feeling responsible for the contact, is discouraged from telling anyone else about the relationship, and is made to feel obligated to protect the offender. The offender also builds trust with those close to the young person so that the relationship with the young person is not questioned
- vi. *Interference with or Manipulation of Process* – it is considered maltreatment if an adult Participant directly or indirectly interferes with a process by:
  - a. falsifying, distorting, or misrepresenting information, the resolution process, or an outcome;
  - b. destroying or concealing information;
  - c. attempting to discourage an individual’s proper participation in or use of the processes of SNS;
  - d. harassing or intimidating (verbally or physically) any person involved in the processes before, during, and/or following any proceedings of SNS;
  - e. publicly disclosing a Participant’s identifying information, without the Participant’s agreement;
  - f. failing to comply with any temporary or provisional measure or other final sanction;
  - g. distributing or otherwise publicizing materials a Participant gains access to during an investigation or hearing, except as required by law or as expressly permitted; or
  - h. influencing or attempting to influence another person to interfere with or manipulate the process
- vii. *Retaliation* – which means that a Participant shall not take an adverse action against any person for making a good faith Report of possible Maltreatment or for participating in any process related to alleged conduct violations. Retaliation includes threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging or participating in the processes of SNS. Retaliation after the conclusion of investigation and sanction processes is also prohibited. Retaliation may be present even where there is a finding that no Maltreatment occurred. Retaliation does not include good-faith actions lawfully pursued in response to a Report of possible Maltreatment
- viii. *Aiding and Abetting* – which is any act taken with the purpose of facilitating, promoting, or encouraging the commission of Maltreatment by a Participant. Aiding and Abetting also includes, without limitation, knowingly:
  - a. allowing any person who has been suspended or is otherwise ineligible to be in any

- way associated with sport or to coach or instruct Participants
    - b. providing any coaching-related advice or service to an Athlete who has been suspended or is otherwise ineligible; and
    - c. allowing any person to violate the terms of their suspension or any other sanctions imposed
  - ix. *Reporting* – it is considered Maltreatment to fail to report Maltreatment of a Minor. A legal Duty to Report is mandated by law, and the requirement varies by province depending on provincial legislation
    - a. Failure to Report Maltreatment of a Minor
      - 1. The obligation to Report requires the Reporting of any conduct which, if proven true, would constitute Psychological Maltreatment, Sexual Maltreatment, Physical Maltreatment or Neglect involving a Minor Participant. The obligation to Report is an ongoing one and is not satisfied simply by making an initial Report. The obligation includes Reporting, on a timely basis, all relevant information of which an adult Participant becomes aware
      - 2. The obligation to Report includes making a direct Report
      - 3. The obligation to Report includes personally identifying information of a potential Minor Complainant to the extent known at the time of the Report, as well as a duty to reasonably supplement the Report as to identifying information learned at a later time
      - 4. Participants should not investigate or attempt to evaluate the credibility or validity of allegations involving Psychological Maltreatment, Sexual Maltreatment, Physical Maltreatment or Neglect. Participants making a good faith Report are not required to prove the Reports are true before Reporting
    - b. Failure to Report Inappropriate Conduct
      - 1. Not all inappropriate conduct may meet the threshold for constituting Maltreatment. However, such inappropriate conduct may represent behavior with the risk of escalating to Maltreatment. Any Participant who suspects or becomes aware of another Participant’s inappropriate conduct, even if it is not defined as Maltreatment, has a Duty to Report such inappropriate conduct through the organization’s internal procedures. Those in positions of trust and authority who become aware of another’s inappropriate conduct have a responsibility for reporting the concern within their organization’s policies and procedures. The person making the report does not need to determine whether a violation took place: instead, the responsibility lies in reporting the objective behaviour
    - c. Intentionally Filing a False Allegation
      - 1. An allegation is false if the events Reported did not occur, and the person making the Report knows the events did not occur
      - 2. A false allegation is different from an unsubstantiated allegation; an unsubstantiated allegation means there is insufficient supporting evidence to determine whether an allegation is true or false. Absent demonstrable bad faith, an unsubstantiated allegation alone is not grounds for a violation
  - i) **\*Minor** – Any Participant who is under the age of 19 at the time and in the jurisdiction where the alleged Maltreatment has occurred. Adults are responsible for knowing the age of a Minor.
  - j) **\*Neglect** – Any pattern or a single serious incident of lack of reasonable care, inattention to a Participant’s needs, nurturing or well-being, or omissions in care. Neglect is determined by the objective behaviour but the behaviour must be evaluated with consideration given to the Participant’s needs and requirements, not whether harm is intended or results from the behaviour. (Neglect is also

- a prohibited behaviour listed under the definition of Maltreatment)
- k) **\*Participants** – Refers to all categories of individual members and/or registrants defined in the By-laws of SNS who are subject to the UCCMS and the policies of SNS, as well as all people employed by, contracted by, or engaged in activities with, SNS including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers
  - l) **Person in Authority** – Any Participant who holds a position of authority within SNS including, but not limited to, coaches, instructors, officials, managers, support personnel, chaperones, committee members, and Directors and Officers
  - m) **\*Physical Maltreatment** – Any pattern or a single serious incident of deliberate conduct that has the potential to be harmful to the physical well-being of the Participant. Physical Maltreatment includes, without limitation, contact or non-contact infliction of physical harm. Physical Maltreatment is determined by the objective behaviour, not whether harm is intended or results from the behaviour. (Physical Maltreatment is also a prohibited behaviour listed under the definition of Maltreatment)
  - n) **\*Power Imbalance** – A Power Imbalance may exist where, based on the totality of the circumstances, a Participant has supervisory, evaluative, a duty of care, or other authority over another Participant. A Power Imbalance may also exist between an Athlete and other adults involved in sport in positions such as high-performance directors, sport specific health-care providers, sport science support staff, care or support persons, guides or pilots. Maltreatment occurs when this power is misused. Once a coach-Athlete relationship is established, a Power Imbalance is presumed to exist throughout the coach-Athlete relationship, regardless of age, and is presumed to continue for Minor Athletes after the coach-Athlete relationship terminates or until the Athlete reaches 25 years of age. A Power Imbalance may exist, but is not presumed, where an intimate relationship existed before the sport relationship commenced (e.g., a relationship between two spouses or life partners, or a sexual relationship between consenting adults that preceded the sport relationship)
  - o) **\*Psychological Maltreatment** – Any pattern or a single serious incident of deliberate conduct that has the potential to be harmful to the psychological well-being of the Participant. Psychological Maltreatment includes, without limitation, verbal conduct, non-assaultive physical conduct, and conduct that denies attention or support. Psychological Maltreatment is determined by the objective behaviour, not whether harm is intended or results from the behaviour. (Psychological Maltreatment is also a prohibited behaviour listed under the definition of Maltreatment)
  - p) **\*Reporting (or Report)** – The provision of information in writing by any person or a Participant to a relevant independent authority (the independent person or position, such as a Case Manager, charged with receiving a report and determining next steps) regarding Maltreatment. Reporting may occur through either: (i) the Complainant (of any age) or the one who experienced the Maltreatment, or (ii) a witness – someone who witnessed the Maltreatment or otherwise knows or suspects Maltreatment. In either case, the intention of Reporting is to initiate an independent investigative process, which could result in disciplinary action being taken against the Respondent
  - q) **\*Sexual Maltreatment**
    - i. **Involving a Child:** Any form of adult/child sexualized interaction constitutes child sexual abuse. Sexual abuse of a child may occur through behaviours that do or do not involve actual physical contact. (Sexual Maltreatment is also a prohibited behaviour listed under the definition of Maltreatment)
    - ii. **Involving a person over the Age of Majority:** Any sexual act, whether physical or psychological in nature, that is committed, threatened, or attempted against a Participant without the Participant’s Consent. It includes any act targeting a Participant’s sexuality, gender identity or expression, that is committed, threatened or attempted against a Participant without that Participant’s Consent, and includes but is not limited to, the Criminal Code Offences of sexual assault, sexual exploitation, sexual interference, invitation to sexual touching, indecent exposure, voyeurism and non-consensual distribution of sexual/intimate

images. Sexual Maltreatment also includes sexual harassment and stalking, cyber harassment, and cyber stalking of a sexual nature. Sexual Maltreatment can take place through any form or means of communication (e.g. online, social media, verbal, written, visual, hazing, or through a third party). (Sexual Maltreatment is also a prohibited behaviour listed under the definition of Maltreatment)

- r) **Workplace** - Any place where business or work-related activities are conducted. Workplaces include but are not limited to, SNS's office, work-related social functions, work assignments outside SNS's offices, work-related travel, the training and competition environment, and work-related conferences or training sessions
- s) **Workplace Harassment** – Vexatious comment or conduct against a worker in a Workplace that is known or ought reasonably to be known to be unwelcome. Workplace Harassment should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute Workplace Harassment include, but are not limited to:
  - i. Bullying;
  - ii. Workplace pranks, vandalism, bullying or hazing;
  - iii. Repeated offensive or intimidating phone calls or emails;
  - iv. Inappropriate sexual touching, advances, suggestions or requests;
  - v. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
  - vi. Psychological abuse;
  - vii. Excluding or ignoring someone, including persistent exclusion of a person from work-related social gatherings;
  - viii. Deliberately withholding information that would enable a person to do his or her job, perform or train;
  - ix. Sabotaging someone else's work or performance;
  - x. Gossiping or spreading malicious rumours;
  - xi. Intimidating words or conduct (offensive jokes or innuendos); and
  - xii. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.
- t) **Workplace Violence** – the use of or threat of physical force by a person against a worker in a Workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker in a Workplace that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a Workplace that could cause physical injury to the worker. Types of behaviour that constitute Workplace Violence include, but are not limited to:
  - i. Verbal or written threats to attack;
  - ii. Sending to or leaving threatening notes or emails;
  - iii. Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
  - iv. Wielding a weapon in a Workplace;
  - v. Hitting, pinching or unwanted touching which is not accidental;
  - vi. Dangerous or threatening horseplay;
  - vii. Physical restraint or confinement;
  - viii. Blatant or intentional disregard for the safety or wellbeing of others;
  - ix. Blocking normal movement or physical interference, with or without the use of equipment;
  - x. Sexual violence; and
  - xi. Any attempt to engage in the type of conduct outlined above.

## **Purpose**

2. The purpose of this Code is to ensure a safe and positive environment (within SNS's programs, activities, and events) by making Participants aware that there is an expectation, at all times, of appropriate behaviour consistent with SNS's core values. SNS supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals are treated with respect and fairness.

## **Application of this Code**

3. This Code applies to Participants' conduct during SNS's business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with SNS's activities, SNS's office environment, and any meetings.
4. A Participant who violates this Code may be subject to sanctions pursuant to SNS's *Discipline and Complaints Policy*. In addition to facing possible sanction pursuant to SNS's *Discipline and Complaints Policy*, a Participant who violates this Code during a competition may be ejected from the competition or the playing area, the official may delay the competition until the Participant complies with the ejection, and the Participant may be subject to any additional discipline associated with the particular competition.
5. \*This Code applies to Participants active in the sport or who have retired from the sport where any claim regarding a potential breach of this Code occurred when the Participant was active in the sport.
6. An employee of SNS found to have engaged in acts of violence or harassment against any other employee, worker, contractor, member, customer, supplier, client or other third party during business hours, or at any SNS event, will be subject to appropriate disciplinary action subject to the terms of SNS's *Personnel Policy* as well as the employee's Employment Agreement (if applicable).
7. This Code also applies to Participants' conduct outside of SNS's business, activities, and events when such conduct adversely affects relationships within SNS (and its work and sport environment) and is detrimental to the image and reputation of SNS. Such applicability will be determined by SNS at its sole discretion.

## **Persons in Authority and Maltreatment**

8. \*When they are a Person in Authority, Participants are responsible for knowing what constitutes Maltreatment. The categories of Maltreatment are not mutually exclusive, nor are the examples provided in each category an exhaustive list. Rather, what matters for the assessment of the Maltreatment is whether the conduct falls into one or more of the categories, not into which category it falls. Abuse, assault, Harassment, bullying, and hazing can be experienced in more than one category of Maltreatment.
9. \*Maltreatment can be any of the prohibited behaviours and conduct, provided the Maltreatment occurs in any one or a combination of the following situations (The physical location(s) where the alleged Maltreatment occurred is not determinative):
  - a) Within a sport environment;
  - b) When the Participant alleged to have committed Maltreatment was engaging in sport activities;
  - c) When the Participants involved interacted due to their mutual involvement in sport; or
  - d) Outside of the sport environment where the Maltreatment has a serious and detrimental impact on another Participant.
10. \*It is a violation of the Code for sport administrators or other Persons in Authority to place Participants in situations that make them vulnerable to Maltreatment. This includes, but is not limited to, instructing an Athlete and coach to share a hotel room when traveling, hiring a coach who has a past history of Maltreatment, assigning guides and other support staff to a para-Athlete when the guide or support staff has

a reputation for Maltreatment or assigning such a guide or support staff to a para-Athlete in the absence of consultation with the para-Athlete.

## Responsibilities

11. Participants have a responsibility to:

- a) \*Refrain from any behaviour that constitutes Maltreatment, Discrimination, Harassment, Workplace Harassment, or Workplace Violence
- b) Maintain and enhance the dignity and self-esteem of other Participants by:
  - i. Treating each other with the highest standards of respect and integrity;
  - ii. Focusing comments or criticism appropriately and avoiding public criticism of Athletes, coaches, officials, organizers, volunteers, employees, or other Participants;
  - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
  - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory;
  - v. Consistently treating individuals fairly and reasonably; and
  - vi. Ensuring adherence to the rules of the sport and the spirit of those rules
- c) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, SNS adopts and adheres to the Canadian Anti-Doping Program. Any infraction under this Program shall be considered an infraction of this Code and may be subject to further disciplinary action, and possible sanction, pursuant to SNS's *Discipline and Complaints Policy*. SNS will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by SNS or any other sport organization
- d) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
- e) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- f) Refrain from consuming tobacco products, cannabis, or recreational drugs while participating in SNS's programs, activities, competitions, or events
- g) In the case of Minors, not consume alcohol, tobacco, or cannabis at any competition or event
- h) In the case of adults, not consume cannabis in the Workplace or in any situation associated with the events of SNS (subject to any requirements for accommodation), not consume alcohol during training, competitions, or in situations where Minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations
- i) Respect the property of others and not wilfully cause damage
- j) Promote the sport in the most constructive and positive manner possible
- k) When driving a vehicle with a Participant:
  - i. Not have his or her license suspended;
  - ii. Not be under the influence of alcohol or illegal drugs or substances; and
  - iii. Have valid car insurance
- l) Adhere to all federal, provincial, municipal and host country laws
- m) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- n) Comply, at all times, with SNS's by-laws, policies, procedures, and rules and regulations, as adopted and amended from time to time
- o) Report any ongoing criminal or anti-doping investigation, conviction, or existing bail conditions involving a Participant to SNS, including, but not limited to, those for violence, child pornography, or possession, use, or sale of any illegal or prohibited substance or method

### **Directors, Committee Members, and Staff**

12. In addition to section 11 (above), SNS's Directors, Committee Members, and Staff will have additional responsibilities to:

- a) Function primarily as a Director or Committee Member of SNS; not as a member of any other particular member or constituency
- b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of SNS's business and the maintenance of Participants' confidence
- c) Ensure that SNS's financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
- d) Conduct themselves openly, professionally, lawfully and in good faith in the best interests of SNS
- e) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
- f) Behave with decorum appropriate to both circumstance and position
- g) Keep informed about SNS's activities, the provincial sport community, and general trends in the sectors in which they operate
- h) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to the laws under which SNS is incorporated
- i) Respect the confidentiality appropriate to issues of a sensitive nature
- j) Respect the decisions of the majority and resign if unable to do so
- k) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
- l) Have a thorough knowledge and understanding of all SNS governance documents
- m) Conform to the by-laws and policies approved by SNS

### **Coaches**

13. In addition to section 11 (above), coaches have many additional responsibilities. The coach-Athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the Athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:

- a) \*Avoid any behaviour that abuses the Power Imbalance inherent in the coaching position to (i) establish or maintain a sexual relationship with an Athlete that he or she is coaching, or (ii) encourage inappropriate physical or emotional intimacy with an Athlete, regardless of the Athlete's age
- b) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved Athletes
- c) Prepare Athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm Athletes
- d) Avoid compromising the present and future health of Athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of Athletes' medical and psychological treatments
- e) Support the coaching staff of a training camp, provincial team, or national team; should an Athlete qualify for participation with one of these programs
- f) Accept and promote Athletes' personal goals and refer Athletes to other coaches and sports specialists as appropriate
- g) Provide Athletes (and the parents/guardians of Minor Athletes) with the information necessary to be involved in the decisions that affect the Athlete
- h) Act in the best interest of the Athlete's development as a whole person
- i) Comply with SNS's *Screening Policy*, if applicable

- j) Report to SNS any ongoing criminal investigation, conviction, or existing bail conditions, including those for violence, child pornography, or possession, use, or sale of any illegal substance
- k) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of Minors, alcohol, cannabis and/or tobacco
- l) Respect Athletes playing with other teams and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the Athletes
- m) Not engage in a sexual relationship with a Minor Athlete, or an intimate or sexual relationship with an Athlete over the age of 19 if the coach is in a position of power, trust, or authority over the Athlete
- n) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
- o) Dress professionally, neatly, and inoffensively
- p) Use inoffensive language, taking into account the audience being addressed

### **Athletes**

14. In addition to section 11 (above), Athletes will have additional responsibilities to:

- a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete; or in the case of carded Athletes, interfere with the Athlete's ability to fulfill requirements under the Athlete Assistance Program
- b) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
- c) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
- d) Adhere to SNS's rules and requirements regarding clothing and equipment
- e) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other Athletes, officials, coaches, or spectators
- f) Dress to represent the sport and themselves well and with professionalism
- g) Act in accordance with SNS's policies and procedures and, when applicable, additional rules as outlined by coaches or managers

### **Officials**

15. In addition to section 11 (above), officials will have additional responsibilities to:

- a) Maintain and update their knowledge of the rules and rules changes
- b) Work within the boundaries of their position's description while supporting the work of other officials
- c) Act as an ambassador of SNS by agreeing to enforce and abide by national and provincial rules and regulations
- d) Take ownership of actions and decisions made while officiating
- e) Respect the rights, dignity, and worth of all individuals
- f) Not publicly criticize other officials or any club or association
- g) Act openly, impartially, professionally, lawfully, and in good faith
- h) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
- i) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Participants
- j) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or association at the earliest possible time



- k) When writing reports, set out the true facts
- l) Dress in proper attire for officiating

**Parents/Guardians and Spectators**

16. In addition to section 11 (above), parents/guardians and spectators at events will:

- a) Encourage Athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence
- b) Condemn the use of violence in any form
- c) Never ridicule a participant for making a mistake during a performance or practice
- d) Provide positive comments that motivate and encourage participants' continued effort
- e) Respect the decisions and judgments of officials, and encourage Athletes to do the same
- f) Never question an official's or staff member's judgment or honesty
- g) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
- h) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers
- i) Not harass competitors, coaches, officials, parents/guardians, or other spectators

## DISCIPLINE AND COMPLAINTS POLICY

\* Indicates a section or definition that has been adapted from the UCCMS

### Definitions

1. The following terms have these meanings in this Policy:
  - a) **\*Athlete** – An individual who is an Athlete Participant in SNS who is subject to the UCCMS and the policies of SNS
  - b) **Case Manager** – An individual appointed by SNS to administer certain complaints under this Policy. The Case Manager does not need to be a member of, or affiliated with, SNS
  - c) **\*Complainant** – A Participant or observer who makes a report of an incident, or a suspected incident, of Maltreatment or other behaviour that is a violation of the standards described in the Code of Conduct and Ethics
  - d) **Days** – Days including weekends and holidays
  - e) **Discipline Chair** – An individual appointed or assigned by the Case Manager to handle complaints
  - f) **\*Maltreatment** – As defined in the *Code of Conduct and Ethics*
  - g) **\*Minor** – Any Participant who is under the age of 19 at the time and in the jurisdiction where the alleged Maltreatment has occurred. Adults are responsible for knowing the age of a Minor.
  - h) **\*Participants** – Refers to all categories of individual members and/or registrants defined in the By-laws of SNS who are subject to the UCCMS and the policies of SNS, as well as all people employed by, contracted by, or engaged in activities with, SNS including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers
  - i) **\*Respondent** – The Party responding to the complaint

### Purpose

2. Participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with SNS's policies, By-laws, rules and regulations, and *Code of Conduct and Ethics*. Non-compliance may result in sanctions pursuant to this Policy.

### Principles

3. \*The following principles guide the findings and determinations under this Policy:
  - a) Any form of Maltreatment violates the integrity of Participants and undermines the values of Canadian sport
  - b) Sanctions imposed will reflect the seriousness of the Maltreatment and the harm to those affected and the values of Canadian sport

### Application of this Policy

4. This Policy applies to all Participants.
5. This Policy applies to matters that may arise during the course of SNS's business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with SNS activities, and any meetings.
6. This Policy also applies to Participants' conduct outside of SNS's business, activities, and events when such conduct adversely affects relationships within SNS (and its work and sport environment) and is detrimental to the image and reputation of SNS. Such applicability will be determined by SNS at its sole discretion.

7. \*This Policy applies to alleged breaches of the *Code of Conduct and Ethics* by Participants who have retired from the sport where any claim regarding a potential breach of the *Code of Conduct and Ethics* occurred when the Participant was active in the sport. In addition, this Policy will apply to breaches of the *Code of Conduct and Ethics* that occurred when the Participants involved interacted due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Participant(s).
8. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity, or event only.
9. An employee of SNS who is a Respondent will be subject to appropriate disciplinary action per SNS's *Human Resources Policy*, as well as the employee's Employment Agreement, if applicable. Violations may result in a warning, reprimand, restrictions, suspension, or other disciplinary actions up to and including termination of employment.

### **Reporting a Complaint**

10. Any Participant may report any complaint to SNS. A complaint must be in writing (by email, fax, or letter) and must be filed within fourteen (14) days of the alleged incident.
11. A Complainant wishing to file a complaint outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the complaint outside of the fourteen (14) day period will be at the sole discretion of SNS. This decision may not be appealed.
12. At SNS's discretion, SNS may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, SNS will identify an individual to represent SNS.
13. Resignation or lapsing of membership after a complaint is filed does not preclude discipline being pursued under this Policy.
14. Upon receipt of a complaint, SNS, via the Executive Director (or designate) or Case Manager, will determine whether the complaint is frivolous and/or within the jurisdiction of this Policy. If the complaint is deemed frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed. If the complaint is accepted, a case manager will be appointed in accordance with Section 15, if not already appointed per above.
15. The decision to accept or dismiss the complaint may not be appealed.

### **Case Manager**

16. Upon acceptance of a complaint, SNS will appoint a Case Manager, if not already done so to screen the complaint, to oversee management and administration of complaints submitted in accordance with this Policy. The Case Manager should be an independent third-party with no connection to the Complainant or Respondent. Such appointment is not appealable.
17. The Case Manager has a responsibility to:
  - a) Propose the use of SNS's *Dispute Resolution Policy*
  - b) Determine if the complaint should be investigated
  - c) Appoint the Discipline Panel, if necessary
  - d) Coordinate all administrative aspects and set timelines

- e) Provide administrative assistance and logistical support to the Discipline Panel as required
- f) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

### *Investigation*

18. The Case Manager may appoint an Investigator who is not in a conflict of interest and who is appropriately qualified to conduct an investigation.
19. Federal and/or Provincial legislation related to Workplace Harassment may apply to the investigation if Harassment was directed toward a worker in a Workplace (defined in the *Code of Conduct and Ethics*). The Investigator should review workplace safety legislation, review the *Personnel Policy*, and/or consult independent experts to determine whether legislation applies to the complaint.
20. The investigation may take any form as decided by the Investigator, guided by any applicable Federal and/or Provincial legislation. The investigation may include:
  - a) Complainant interviewed;
  - b) Witnesses interviewed;
  - c) Statement of facts (Complainant's perspective) prepared by Investigator and acknowledged by Complainant;
  - d) Statement delivered to Respondent;
  - e) Respondent interviewed;
  - f) Witnesses interviewed; and
  - g) Statement of facts (Respondent's perspective) prepared by Investigator and acknowledged by Respondent
21. \*The Investigator must be aware that sport-specific differences exist with respect to such aspects as acceptable levels of touch, physical contact, and aggression during training or competition and will consider such differences during the investigative process.
22. \*A Participant who submits a complaint to SNS or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group. Any such conduct may constitute Maltreatment and will be subject to disciplinary proceedings pursuant to the *Discipline and Complaints Policy*.
23. When the investigation is completed, the Investigator will provide the Case Manager with an Investigator's Report which should include a summary of evidence from the parties (including both statements of facts, if applicable) and recommendations from the Investigator of whether or not, on a balance of probabilities, an incident occurred that was in violation of the *Code of Conduct and Ethics*. The Case Manager may disclose the Investigator's Report to SNS and to others as necessary, per their discretion.

### **Procedures**

24. If the the complaint is accepted, the Case Manager will notify the Parties that the complaint is accepted and of the applicable next steps
25. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
26. After notifying the Parties that the complaint has been accepted, the Case Manager will first propose using SNS's *Dispute Resolution Policy* with the objective of resolving the dispute. If the dispute is not resolved or if the parties refuse to use the *Dispute Resolution Policy*, the Case Manager will appoint a Discipline Panel, which shall consist of a single Adjudicator, to hear the complaint. In extraordinary circumstances, and at the

discretion of the Case Manager, a Discipline Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Discipline Panel's members to serve as the Chair.

27. The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing, which may involve direct communication with the Parties, an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:
- a) The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium
  - b) Copies of any written documents which the parties wish to have the Discipline Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing
  - c) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
  - d) The Discipline Panel may request that any other individual participate and give evidence at the hearing
  - e) The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
  - f) The decision will be by a majority vote of the Discipline Panel
28. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Discipline Panel will determine the appropriate sanction. The Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.
29. The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.
30. If a decision may affect another party to the extent that the other party would have recourse to a complaint or an appeal in their own right, that party will become a Party to the current complaint and will be bound by the decision.
31. In fulfilling its duties, the Discipline Panel may obtain independent advice.

### **Decision**

32. After hearing and/or reviewing the matter, the Discipline Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. Within fourteen (14) days of the hearing's conclusion, the Discipline Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and SNS. In extraordinary circumstances, the Discipline Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period. The decision will be considered a matter of public record unless decided otherwise by the Discipline Panel.

### **Sanctions**

33. \*Prior to determining sanctions, the Discipline Chair or Discipline Panel, as applicable, will consider factors relevant to determining appropriate sanctions which include:
- a) The nature and duration of the Respondent's relationship with the Complainant, including whether there is a Power Imbalance (as defined in the *Code of Conduct and Ethics*);
  - b) The Respondent's prior history and any pattern of inappropriate behaviour or Maltreatment;
  - c) The ages of the individuals involved;
  - d) Whether the Respondent poses an ongoing and/or potential threat to the safety of others;

- e) The Respondent's voluntary admission of the offense(s), acceptance of responsibility for the Maltreatment, and/or cooperation in the process of SNS;
- f) Real or perceived impact of the incident on the Complainant, sport organization or the sporting community;
- g) Circumstances specific to the Respondent being sanctioned (e.g. lack of appropriate knowledge or training regarding the requirements in the *Code of Conduct and Ethics*; addiction; disability; illness);
- h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
- i) A Respondent who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
- j) Other mitigating and aggravating circumstances

34. \*Any sanction imposed must be proportionate and reasonable. However, progressive discipline is not required and a single incident of Maltreatment or other prohibited behaviour may justify elevated or combined sanctions.

35. \*The Discipline Chair or Discipline Panel, as applicable, may apply the following disciplinary sanctions, singularly or in combination:

- a) **Verbal or Written Warning** - A verbal reprimand or an official, written notice and formal admonition that a Participant has violated the *Code of Conduct and Ethics* and that more severe sanctions will result should the Participant be involved in other violations
- b) **Education** - The requirement that a Participant undertake specified educational or similar remedial measures to address the violation(s) of the *Code of Conduct and Ethics*
- c) **Probation** - Should any further violations of the *Code of Conduct and Ethics* occur during the probationary period, will result in additional disciplinary measures, likely including a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period of time
- d) **Suspension** - Suspension, either for a set time or until further notice, from participation, in any capacity, in any program, practice, activity, event, or competition sponsored by, organized by, or under the auspices of SNS. A suspended Participant is eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the Participant satisfying specific conditions noted at the time of suspension
- e) **Eligibility Restrictions** - Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions
- f) **Permanent Ineligibility** - Permanent ineligibility to participate, in any sport, in any capacity, in any program, activity, event, or competition sponsored by, organized by, or under the auspices of SNS and/or any sport organization subject to the UCCMS
- g) **Other Discretionary Sanctions** - Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate

36. \*The Discipline Chair or Discipline Panel, as applicable, may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed Maltreatment:

- a) Sexual Maltreatment involving a Minor Complainant shall carry a presumptive sanction of permanent ineligibility
- b) Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions
- c) While a Respondent has pending charges or dispositions in violation of the criminal law, the presumptive sanction shall be a period of suspension

37. A Participant's conviction for a *Criminal Code* offense, as determined by SNS, will be deemed an infraction under this Policy and will result in expulsion from SNS. *Criminal Code* offences may include, but are not limited to:

- a) Any child pornography offences
- b) Any sexual offences
- c) Any offence of physical violence
- d) Any offence of assault
- e) Any offence involving trafficking of illegal drugs

38. Unless the Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Discipline Panel will result in an automatic suspension until such time as compliance occurs.

39. Infractions that result in discipline will be recorded and records will be maintained by SNS.

#### **Suspension Pending a Hearing**

40. SNS may determine that an alleged incident is of such seriousness as to warrant suspension of a Participant pending completion of a criminal process, the hearing, or a decision of the Discipline Panel.

#### **Confidentiality**

41. The discipline and complaints process is confidential and involves only the Parties, counsel or representatives, the Case Manager, the Discipline Panel, and any independent advisors to the Discipline Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

#### **Timelines**

42. If the circumstances of the complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Discipline Panel may direct that these timelines be revised.

#### **Records and Distribution of Decisions**

43. Other individuals or organizations, including but not limited to, national sport organizations, provincial sport organizations, sport clubs, etc., may be advised of any decisions rendered in accordance with this Policy.

44. \*SNS recognizes that a publicly-available searchable database or registry of Respondents who have been sanctioned, or whose eligibility to participate in sport has in some way been restricted, may be maintained and may be subject to provisions in the UCCMS.

#### **Appeals Procedure**

45. The decision of the Discipline Panel may be appealed in accordance with the *Appeal Policy*.

## DISPUTE RESOLUTION/MEDIATION POLICY

### Definitions

1. The following term has this meaning in this Policy:
  - a) *“Participants”* – Refers to all categories of individual members and/or registrants defined in the By-laws of SNS who are subject to the UCCMS and the policies of SNS, as well as all people employed by, contracted by, or engaged in activities with, SNS including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers.

### Purpose

2. SNS supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. Alternate Dispute Resolution also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
3. SNS encourages all Participants to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. SNS believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques. Negotiated resolutions to disputes with and among Participants are strongly encouraged.

### Application of this Policy

4. This Policy applies to all Participants.
5. Opportunities for Alternate Dispute Resolution may be pursued at any point in a dispute when all parties to the dispute agree that such a course of action would be mutually beneficial.

### Filing a Dispute

6. Any Participant may file a dispute with SNS. The dispute must be in writing and signed, and must be filed within fourteen (14) days of the alleged incident or decision. Anonymous disputes may be accepted at the sole discretion of SNS.
7. A dispute filed outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the dispute outside of the fourteen (14) day period will be at the sole discretion of SNS. This decision may not be appealed.

### Facilitation and Mediation

8. The dispute will first be referred to SNS’s President (or designate) for review, with the objective of resolving the dispute via Alternate Dispute Resolution and/or mediation.
9. If all parties to a dispute agree to Alternate Dispute Resolution, a mediator or facilitator, acceptable to all parties, shall be appointed to mediate or facilitate the dispute.
10. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated, and shall specify a deadline before which the parties must reach a negotiated decision.
11. Should a negotiated decision be reached, the decision shall be reported to, and approved by, SNS. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated decision, pending SNS’s approval.



12. Should a negotiated decision not be reached by the deadline specified by the mediator or facilitator at the start of the process, or if the parties to the dispute do not agree to Alternate Dispute Resolution, the dispute shall be considered under the appropriate section of SNS's *Discipline and Complaints Policy*.

**Final and Binding**

13. Any negotiated decision will be binding on the parties. Negotiated decisions may not be appealed.

# APPEAL POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Appellant”* – The Party appealing a decision
  - b) *“Appeal Manager”* – An individual appointed by SNS who may be any staff member, committee member, volunteer, Director, or an independent third party, to oversee this Appeal Policy. The Appeal Manager will have responsibilities that include, but are not limited to:
    - i. Ensuring procedural fairness;
    - ii. Respecting the applicable timelines; and
    - iii. Using decision making authority empowered by this Policy.
  - c) *“Respondent”* – The body whose decision is being appealed
  - d) *“Parties”* – The Appellant, Respondent, and any other Participants affected by the appeal
  - e) *“Days”* – Days including weekends and holidays
  - f) *“Participants”* – Refers to all categories of individual members and/or registrants defined in the By-laws of SNS who are subject to the UCCMS and the policies of SNS, as well as all people employed by, contracted by, or engaged in activities with, SNS including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers

## Purpose

2. SNS is committed to providing an environment in which all Participants involved with SNS are treated with respect and fairness. SNS provides Participants with this *Appeal Policy* to enable fair, affordable, and expedient appeals of certain decisions made by SNS. Further, some decisions made by the process outlined in SNS’s *Discipline and Complaints Policy* may be appealed under this Policy.

## Scope and Application of this Policy

3. This Policy applies to all Participants. Any Participant who is directly affected by a SNS decision shall have the right to appeal that decision provided there are sufficient grounds for the appeal under the ‘Grounds for Appeal’ section of this Policy.
4. This Policy **will apply** to decisions relating to:
  - a) Eligibility
  - b) Selection
  - c) Conflict of Interest
  - d) Discipline and Complaints
  - e) Membership
5. This Policy **will not apply** to decisions relating to:
  - a) Employment
  - b) Infractions for doping offenses
  - c) The rules of the sport
  - d) Selection criteria, quotas, policies, and procedures established by entities other than SNS
  - e) Substance, content and establishment of team selection criteria
  - f) Volunteer/coach appointments and the withdrawal or termination of those appointments
  - g) Budgeting and budget implementation
  - h) SNS’s operational structure and committee appointments

- i) Decisions or discipline arising within the business, activities, or events organized by entities other than SNS (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by SNS at its sole discretion)
- j) Commercial matters for which another appeals process exists under a contract or applicable law
- k) Decisions made under this Policy

### **Timing of Appeal**

6. Participants who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to SNS, the following:
  - a) Notice of the intention to appeal
  - b) Contact information and status of the appellant
  - c) Name of the respondent and any affected parties, when known to the Appellant
  - d) Date the appellant was advised of the decision being appealed
  - e) A copy of the decision being appealed, or description of decision if written document is not available
  - f) Grounds for the appeal
  - g) Detailed reasons for the appeal
  - h) All evidence that supports these grounds
  - i) Requested remedy or remedies
  - j) An administration fee of five hundred dollars (\$500)
  
7. A Participant who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Appeal Manager and may not be appealed.

### **Grounds for Appeal**

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include the Respondent:
  - a) Made a decision that it did not have the authority or jurisdiction (as set out in the Respondent's governing documents) to make
  - b) Failed to follow its own procedures (as set out in the Respondent's governing documents)
  - c) Made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views)
  - d) Failed to consider relevant information or took into account irrelevant information in making the decision
  - e) Made a decision that was grossly unreasonable
  
9. The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the 'Grounds for Appeal' section of this Policy and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

### **Screening of Appeal**

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), SNS and the Appellant may first determine the appeal to be heard under SNS's *Dispute Resolution Policy*.
  
11. Appeals resolved by mediation under SNS's *Dispute Resolution Policy* will cause the administration fee to be refunded to the Appellant.
  
12. Should the appeal not be resolved by using the *Dispute Resolution Policy*, SNS will appoint an independent Appeal Manager who has the following responsibilities:

- a) Determine if the appeal falls under the scope of this Policy
  - b) Determine if the appeal was submitted in a timely manner
  - c) Decide whether there are sufficient grounds for the appeal
13. If the appeal is denied on the basis of insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
14. If the Appeal Manager is satisfied there are sufficient grounds for an appeal, the Case Manager will appoint an Appeals Panel which shall consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Appeal Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Appeal Manager will appoint one of the Panel's members to serve as the Chair.

### **Procedure for Appeal Hearing**

15. The Appeal Manager shall notify the Parties that the appeal will be heard. The Appeal Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Appeal Manager and may not be appealed.
16. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
17. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Appeal Manager and the Panel deem appropriate in the circumstances, provided that:
- a) The hearing will be held within a timeline determined by the Appeal Manager
  - b) The Parties will be given reasonable notice of the day, time and place of the hearing
  - c) Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing
  - d) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
  - e) The Panel may request that any other individual participate and give evidence at the hearing
  - f) The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate
  - g) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in their own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
  - h) The decision to uphold or reject the appeal will be by a majority vote of Panel members
18. In fulfilling its duties, the Panel may obtain independent advice.

### **Appeal Decision**

19. The Panel shall issue its decision, in writing and with reasons, within seven (7) days after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:
- a) Reject the appeal and confirm the decision being appealed
  - b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision
  - c) Uphold the appeal and vary the decision

20. The Panel's written decision, with reasons, will be distributed to all Parties, the Appeal Manager, and SNS. In extraordinary circumstances, the Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record unless decided otherwise by the Panel.

**Timelines**

21. If the circumstances of the appeal are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the appeal, the Appeal Manager and/or Panel may direct that these timelines be revised.

**Confidentiality**

22. The appeals process is confidential and involves only the Parties, counsel or representatives, the Appeal Manager, the Panel, and any independent advisors to the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information to any person not involved in the proceedings.

**Final and Binding**

23. No action or legal proceeding will be commenced against SNS or Participants in respect of a dispute, unless SNS has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in SNS's governing documents.

# DIVERSITY, EQUITY AND INCLUSION POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Diversity”* – the presence and integration of a variety of individuals with different personal characteristics, particularly Under-Represented Groups, in a group or organization
  - b) *“Inclusion”* – acceptance of individuals with diverse personal characteristics into a group or organization regardless of those characteristics
  - c) *“Equity”* – fairness afforded to individuals with diverse personal characteristics regardless of those characteristics
  - d) *Under-Represented Groups* – Under-Represented Groups include women, children in low income families, Black, Indigenous, and people of colour (BIPOC), people with disabilities, newcomers to Canada, and members of the LGBTQ2 community

## Purpose

2. SNS is committed to encouraging inclusion, equity and access in its administration, policies, programs, and activities. The purpose of this Policy is to ensure that SNS provides Under-Represented Groups with a full and equitable range of opportunities to participate and lead.

## General

3. SNS will:
  - a) Support inclusion, equity, and access for Under-Represented Groups
  - b) Exercise influence with external agencies to encourage equity

## Programming

4. SNS is committed to creating and supporting programs that address diversity, equity, and inclusion issues in sport. For example, SNS will:
  - a) Ensure that the achievement of equitable opportunities is a key consideration when developing, updating, or delivering SNS’s programs and policies
  - b) Ensure that individuals from Under-Represented Groups have no barriers to participation in SNS’s programs, training, and coaching opportunities
  - c) Create and support new programming that specifically addresses diversity, equity, and inclusion
  - d) Monitor and evaluate the success of its diversity, equity, and inclusion programming
  - e) Fund programs and services equally
  - f) Encourage Under-Represented Groups to act as role models for young participants
  - g) Create special opportunities to advance the number and levels of women in coaching
  - h) When planning educational sessions, consider the balance of female and male presenters

## Staff, Board of Directors, Committee

5. SNS will:
  - a) Strive to achieve gender balance in the appointment of all committees, task forces and other decision-making or decision-influencing bodies, and in seeking nominations for and appointments to the Board
  - b) Include gender equity as a stated value that is accepted and promoted on nominating and selection committees
  - c) Ensure equal opportunities exist for all staff to receive professional development to move towards senior levels of decision-making
  - d) Develop, update and deliver all policies, programs and services ensuring the concerns and needs of Under-Represented Groups are identified, promoted and supported

- e) Deal with any incidence of discriminatory behaviour according to the *Code of Conduct and Ethics* and *Discipline and Complaints Policy*

### **Media Relations**

#### 6. SNS will:

- a) Strive to ensure that Under-Represented Groups are portrayed equitably in promotional materials and official publications, and that gender-neutral language is used in all communications
- b) Produce all written and visual materials in a gender-inclusive manner
- c) Develop a communication plan that strives to give media visibility to Under-Represented Groups
- d) Use gender-appropriate or gender-neutral language and positive, active visuals in all publications, graphics, videos, posters and on websites

### **Human Resource Management**

#### 7. As part of its commitment to the use of equitable human resource management practices, SNS will:

- a) Adopt, when possible, work practices such as flex-time, job-sharing and home-based offices
- b) Provide a physically accessible workplace environment
- c) Ensure a non-smoking environment
- d) Use non-discriminatory interview techniques
- e) Provide opportunities for all staff to advance to senior decision-making levels and receive equitable remuneration
- f) Publicly declare SNS to be an equal opportunity employer and respect and implement the principle of pay equity in relation to salaried and contract employees
- f) When appropriate, make available access to Employee Assistance counselling

### **Ongoing Commitment to Inclusion, Diversity and Equity**

- 8. SNS understands that one key to being a more inclusive, diverse, and equitable organization is to incorporate equity principles in all strategies, plans and actions of the organization, whether they relate to technical programs, operations, business management, sponsorship, marketing, media or communications. SNS resolves to incorporate equity concerns in its own strategies, plans, actions, and operations on a continuing basis.

### **Evaluation**

- 9. SNS will continually monitor and evaluate its inclusion, equity, and access progress.

# SCREENING POLICY

## Definitions

1. These terms shall have these meanings in this policy:
  - a) *“Participant”*- Refers to all categories of individual members and/or registrants defined in the By-laws of SNS who are subject to the UCCMS and the policies of SNS, as well as all people employed by, contracted by, or engaged in activities with, SNS including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers.
  - b) *“PRC”* – Police Records Check.
  - c) *“SNS”* – Swim Nova Scotia.
  - d) *“VSS”* – Vulnerable Sector Screening Check.

## Preamble

2. Screening of personnel and volunteers is an important part of providing a safe sporting environment and has become a common practice among sport organizations that provide programs and services to the community. SNS is responsible at law, to do everything reasonable to provide a safe and secure environment for participants in its programs, activities and events.
3. This Policy is one of several policy tools that SNS will use to fulfill its commitment to provide a safe environment and to protect its Participants from harm.

## Purpose

4. The purpose of screening is to identify individuals within SNS who pose a risk to its Members.

## Policy Statement

5. Not all individuals associated with SNS will be required to undergo screening through a Police Records Check (“PRC”), Vulnerable Sector Screening (“VSS”) and Screening Disclosure Form, as not all positions pose a risk of harm to SNS or to its Participants. SNS will determine, as a matter of policy, which designated categories of individuals shall be subject to screening.
6. For the purposes of this policy, **‘designated categories’** are those classes of persons who work closely with Athletes and who occupy positions of trust and authority within SNS. Such designated categories include:
  - a) All individuals in paid staff positions;
  - b) All persons named to provincial teams, whether paid or volunteer;
  - c) All persons involved in the delivery of developmental programs including camps and clinics; and
  - d) Any persons appointed to accompany an SNS team to an event or competition whether as a coach, manager, chaperone, driver or official.
7. It is SNS’s policy that:
  - a) All positions will have a clear set of guidelines about appropriate behaviour and conduct.
  - b) Participants in designated categories shall be screened using PRCs, VSSs and the Screening Disclosure Form. There will be no exceptions.
  - c) Failure to participate in the screening process as outlined in this policy shall result in ineligibility of the individual for the staff or volunteer position.
  - d) SNS shall not knowingly place in a designated category an individual who has a conviction for a **‘relevant offence’**, as defined in this policy. However, where the Screening Committee is of the opinion that, notwithstanding a conviction for a relevant offence a person can occupy a position in a designated category without adversely affecting the safety of SNS, an Athlete or Participant of SNS, through the



imposition of such terms and conditions as are deemed appropriate, the Screening Committee may approve a person's participation in a designated category.

- e) If a person in a designated position subsequently receives a conviction for, or is found guilty of, a relevant offence, they shall report this circumstance immediately to SNS.
- f) If a person in a designated position provides falsified or misleading information, that person will immediately be removed from their designated positions and maybe subject to further discipline in accordance with the SNS's *Discipline and Complaints Policy*.

### **Executive Director and Screening Committee**

- 8. The implementation of this policy is the responsibility of the Executive Director and the Screening Committee, a committee of three - five persons appointed by, and at the sole discretion of, the Executive Committee of SNS. The Executive Committee of SNS will ensure that the members appointed to the Screening Committee possess the requisite skills, knowledge and abilities to accurately assess PRCs, VSSs and Screening Disclosure Forms and render decisions under this Policy. A quorum for the Screening Committee will be three members.
- 9. The Executive Committee may, in its sole discretion, remove any member of the Screening Committee. Where a position on the Screening Committee becomes vacant, either because a member has been removed or because a member has resigned, the Executive Committee, in its sole discretion, shall appoint a replacement member.
- 10. The Screening Committee will carry out its duties, in accordance with the terms of this policy, independent of the Executive Committee and Board of Directors of SNS.
- 11. The Executive Director is responsible for receiving and reviewing all PRCs, VSSs and Screening Disclosure Forms. Based on such reviews and upon the determination of a conviction of a relevant offence, the Executive Director may engage the Screening Committee who shall make decisions regarding the appropriateness of individuals filling positions in designated categories within SNS programs. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk management consultants, volunteer screening specialists or any other person.

### **Procedure**

- 12. Each person subject to this policy shall obtain and submit, at their own cost, a PRC and VSS from their local Police Service or by using the online services of Hire Performance, the Screening Disclosure Form and a letter of good standing from the person's previous competitive swimming organization in the case of a transfer from out of province or country to SNS.
- 13. The PRC, VSS, Screening Disclosure Form and letter of good standing, if required, shall be submitted to the Executive Director of SNS, in an envelope marked "Confidential".
- 14. Participants who do not submit a PRC, VSS, Screening Disclosure Form and letter of good standing, if required, shall receive a notice to this effect and shall be informed that their application will not proceed until such time as the PRC, VSS, Screening Disclosure Form and letter of good standing, if required, is or are received.
- 15. The Executive Director shall receive and review all PRC's, VSS's Screening Disclosure Forms, and letters of good standing, and shall determine whether the individual's PRC, VSS, Screening Disclosure Form, and letter of good standing, reveal a relevant offence. If the Executive Director confirms that the individuals' PRC, VSS, Screening Disclosure Form, or letter of good standing, if submitted, reveals a relevant offence, the Executive Director shall engage the Screening Committee.

16. Subsequent to its review of a PRC, VSS, Screening Disclosure Form or letter of good standing, the Screening Committee, by majority vote, will:
  - a) Approve an individual's participation in a designated category; or
  - b) Deny an individual's participation in a designated category; or
  - c) Approve an individual's participation in a designated category subject to terms and conditions as the Screening Committee deems appropriate.
17. If an individual's PRC, VSS, Screening Disclosure Form or letter of good standing, does not reveal a relevant offence; the Executive Director shall notify the SNS Executive Committee that the individual is eligible for the volunteer or staff position.
18. If an individual's PRC, VSS, Screening Disclosure Form or letter of good standing, if required, reveals a relevant offence; the Screening Committee shall render its decision and provide notice of its decision in accordance to paragraphs 16.
19. Where the Screening Committee denies an individual's participation in a designated category or approves an individual's participation in a designated category subject to terms and conditions, the reasons for such decision shall be provided, in writing, to the designated member, and a copy of this decision shall be provided to the Executive Committee of SNS.
20. The decisions of the Screening Committee are final and binding and shall be effective upon notice being sent to the individual by registered mail to his/her last known address on record with SNS.
21. Nothing in this policy shall prevent an individual from re-applying for a staff or volunteer position with SNS at some point in the future, and submitting a new PRC, VSS and Screening Disclosure Form and letter of good standing, if required.
22. PRCs and VSSs are valid for a period of three years and Screening Disclosure Forms must be completed on an annual basis. Notwithstanding this, the Screening Committee may request that a staff person or volunteer in a designated category provide a PRC, VSS or Screening Disclosure Form to the Screening Committee for review and consideration. Such request shall be in writing and shall provide the reasons for such a request.
23. If a person has been screened and approved by an SNS Club, the SNS Club shall confirm in writing to the Executive Director such approval and not require a second screening.

**Relevant Offences**

24. For the purposes of this Policy, a 'relevant offence' is any of the following offences for which pardons have not been granted:
  - a) If imposed in the last five years:
    - i. Any offence involving the use of a motor vehicle, including but not limited to speeding or impaired driving; or
    - ii. Any violation for trafficking and/or possession of drugs and/or narcotics.
    - iii. Any offence involving conduct against public morals;
  - b) If imposed in the last ten years:
    - i. Any crime of violence including but not limited to, all forms of assault; or
    - ii. Any offence involving a Minor or Minors.
  - c) If imposed at any time:
    - i. Any offence involving the possession, distribution, or sale of any child-related pornography;
    - ii. Any sexual offence involving a Minor or Minors; or

iii. Any offence involving theft or fraud.

**Records**

25. SNS shall retain copies of PRCs, VSSs and Screening Disclosure Forms at its head office.



Age When You Allegedly Committed the Crime:

\_\_\_\_\_

Further Explanation:

\_\_\_\_\_

**3. Have you ever been convicted of a driving infraction for which a pardon has not been granted?**

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe below:

Name or Type of Offense:

\_\_\_\_\_

Name and Jurisdiction of Court/Tribunal:

\_\_\_\_\_

Year and Age when Convicted:

\_\_\_\_\_

Penalty or Punishment Imposed:

\_\_\_\_\_

Further Explanation:

\_\_\_\_\_

**Certification**

The answers on this Form are truthful, accurate and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# PRIVACY POLICY

## General

- 1.1 Background - Privacy of personal information is governed by the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"). This policy describes the way that SNS collects, uses, safeguards, discloses and disposes of personal information, and states SNS's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and SNS's interpretation of these responsibilities.
- 1.2 Purpose –The purpose of this policy is to govern the collection, use and disclosure of personal information in the course of commercial activities in a manner that recognizes the right to privacy of individuals with respect to their personal information and the need of SNS to collect, use or disclose personal information.
- 1.3 Definitions – The following terms have these meanings in this Policy:
- a) *Act* – Personal Information Protection and Electronic Documents Act.
  - b) *Commercial Activity* – Any particular transaction, act or conduct that is of a commercial character.
  - c) *ED* – The Executive Director of SNS
  - d) *IP Address* – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
  - e) *Personal Information* – Any information about an identifiable individual including information that relates to their personal characteristics including, but not limited to, gender, age, income, home address or phone number, ethnic background, family status, health history and health conditions.
  - f) *Policy* – This SNS Privacy Policy.
  - g) *Representatives* – Members, directors, officers, committee members, employees, coaches, officials, referees, managers, trainers, volunteers, administrators, contractors and participants within the SNS.
  - h) *SNS* – Swim Nova Scotia.
- 1.4 Application –This Policy applies to Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to SNS.
- 1.5 Statutory Obligations –SNS is governed by the *Personal Information Protection, Electronic Documents Act* in matters involving the collection, use and disclosure of personal information.
- 1.6 Additional Obligations – In addition to fulfilling all requirements of the *Act*, SNS and its Representatives will also fulfill the additional requirements of this Policy. Representatives of SNS will **not**:
- a) Disclose personal information to a third party during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;
  - b) Knowingly place themselves in a position where they are under obligation to any organization to disclose personal information;
  - c) In the performance of their official duties, disclose personal information to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest;
  - d) Derive personal benefit from personal information that they have acquired during the course of fulfilling their duties with SNS; and
  - e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of personal information.
- 1.7 Ruling on Policy – Except as provided in the *Act*, the Board of Directors of SNS will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

## **Accountability**

2.1 Privacy Officer –The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security, and ensuring that all staff receives appropriate training on privacy issues and their responsibilities. The Privacy Officer also handles personal information access requests and complaints. The Privacy Officer may be contacted at the following address:

Swim Nova Scotia  
5516 Spring Garden Road.  
Halifax, NS  
Ph: (902)-425-5450  
Fax: (902)-425-5606

2.2 Duties – The Privacy Officer shall:

- a) Implement procedures to protect personal information;
- b) Establish procedures to receive and respond to complaints and inquiries;
- c) Record all persons having access to personal information;
- d) Ensure any third party providers abide by this policy; and
- e) Train and communicate to staff information about SNS privacy policies and practices.

2.3 Employees – SNS shall be responsible to ensure that the employees, contractors, agents, or otherwise of SNS are compliant with the *Act* and this Policy.

## **Identifying Purposes**

3.1 Purpose – Personal information may be collected from Representatives and prospective Representatives for purposes that include, but are not limited to, the following:

- a) Receiving communications from SNS in regards to E-news, emails, bulletins, donation requests, invoices, notifications, merchandise sales, newsletters, programs, events and activities.
- b) Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications.
- c) Coach selection.
- d) Database entry to determine level of officiating certification and qualifications.
- e) Determination of eligibility, age group and appropriate level of competition.
- f) Implementation of the SNS screening program.
- g) Promotion and sale of merchandise.
- h) Medical emergency.
- i) Athlete registration, outfitting uniforms, monitoring eligibility, arranging travel and various components of Athlete and team selection.
- j) Competition and Swimming Canada registration.
- k) Implementation of anti-doping policies and drug testing.
- l) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion.
- m) Purchasing equipment, manuals, resources and other products.
- n) Publishing articles, media relations and posting on the SNS website, displays or posters.
- o) Determination of membership demographics and program wants and needs.
- p) Managing payroll, health benefits, insurance claims and insurance investigations.
- q) Posting images, likeness or other identifiable attributes to promote SNS on its website, displays or posters.

3.2 Purposes not Identified – SNS shall seek consent from individuals when personal information is used for commercial purpose not previously identified. This consent will be documented as to when and how it was received.

## **Consent**

4.1 Consent – SNS shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. SNS may collect personal information without consent where reasonable to do so and where permitted by law.

4.2 Implied Consent – By providing personal information to SNS, individuals are consenting to the use of the information for the purposes identified in this policy.

4.3 Withdrawal – An individual may declare to the PO in writing to withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. SNS will inform the individual of the implications of such withdrawal.

4.4 Legal Guardians – Consent shall not be obtained from individuals who are Minors, seriously ill, or mentally incapacitated and therefore shall be obtained from a parent, legal guardian or person having power of attorney of such an individual.

4.5 Exceptions for Collection – SNS is not required to obtain consent for the collection of personal information if:

- a) It is clearly in the individual's interests and consent is not available in a timely way;
- b) Knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or provincial law;
- c) The information is for journalistic, artistic or literary purposes; or
- d) The information is publicly available as specified in the Act.

4.6 Exceptions for Use – SNS may use personal information without the individual's knowledge or consent only:

- a) If SNS has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial or foreign law and the information is used for that investigation;
- b) For an emergency that threatens an individual's life, health or security;
- c) For statistical or scholarly study or research;
- d) If it is publicly available as specified in the Act;
- e) If the use is clearly in the individual's interest and consent is not available in a timely way; or
- f) If knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law.

4.7 Exceptions for Disclosure – SNS may disclose personal information without the individual's knowledge or consent only:

- a) To a lawyer representing SNS;
- b) To collect a debt the individual owes to SNS;
- c) To comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
- d) To a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or that suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or provincial law;



- e) To an investigative body named in the *Act* or government institution on SNS's initiative when SNS believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;
- f) To an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law;
- g) In an emergency threatening an individual's life, health, or security (SNS must inform the individual of the disclosure);
- h) For statistical, scholarly study or research;
- i) To an archival institution;
- j) 20 years after the individual's death or 100 years after the record was created;
- k) If it is publicly available as specified in the regulations; or
- l) If otherwise required by law.

### **Limiting Collection, Use, Disclosure and Retention**

5.1 Limiting Collection, Use and Disclosure – SNS shall not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in Article 3.1, except with the consent of the individual or as required by law.

5.2 Retention Periods – Personal information shall be retained as long as reasonably necessary to enable participation in SNS, to maintain accurate historical records and or as may be required by law.

5.3 Destruction of Information - Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

### **Safeguards**

6.1 Safeguards – Personal information shall be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

### **Participant Access**

7.1 Access - Upon written request, and with assistance from SNS, an individual may be informed of the existence, use and disclosure of his or her personal information and shall be given access to that information. As well, an individual is entitled to be informed of the source of the personal information along with an account of third parties to whom the information has been disclosed.

7.2 Response - Requested information shall be disclosed to the individual within 30 days of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.

7.3 Denial - An individual may be denied access to his or her personal information if:

- a) This information is prohibitively costly to provide;
- b) The information contains references to other individuals;
- c) The information cannot be disclosed for legal, security or commercial proprietary purposes;
- d) The information is subject to solicitor-client or privilege.

7.4 Reasons - Upon refusal, SNS shall inform the individual the reasons for the refusal and the associated provisions of *PIPEDA*.

7.5 Identity – Sufficient information shall be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.

## **Challenging Compliance**

- 8.1 Challenges – An individual shall be able to challenge compliance with this Policy and the Act to the designated individual accountable for compliance.
- 8.2 Procedures – Upon receipt of a complaint SNS shall:
- a) Record the date the complaint is received;
  - b) Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
  - c) Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within three (3) days of receipt of the complaint;
  - d) Appoint an investigator using SNS personnel or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) days of receipt of the complaint.
  - e) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a written report to SNS.
  - f) Notify the complainant to the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) days of receipt of the complaint.
- 8.3 Whistle-blowing – SNS shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within SNS or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:
- a) Disclosed to the commissioner that SNS has contravened or is about to contravene the Act;
  - b) Has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene the Act; or
  - c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the Act.

## **IP Address**

- 9.1 IP Address - SNS does not collect, use or disclose any email, personal information e.g. IP Addresses.

## **Cookies**

- 10.1 Cookies - SNS does not use cookies to identify specific individuals.

## **Website Copyright and Legal Disclaimer**

- 11.1 Website - The SNS website is a product of SNS. The information on the website is provided as a resource to those interested in SNS. SNS disclaims any representation or warranty, express or implied, concerning the accuracy, completeness or fitness for a particular purpose of the information. Persons accessing this information assume full responsibility for the use of the information and understand and agree that SNS is not responsible or liable for any claim, loss or damage arising from the use of this information. Reference to specific products, processes or services does not constitute or imply recommendation or endorsement by SNS. SNS also reserves the right to make changes at any time without notice.
- 11.2 Outside Links - Links made available through the website may allow you to leave SNS site. Please be aware that the internet sites available through these links are not under the control of SNS. Therefore, SNS does not make any representation to you about these sites or the materials available there. SNS is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. SNS is not responsible for privacy practices employed by other companies or websites.

11.3 Applicable Law – The SNS website is created and controlled by SNS in the province of Nova Scotia. As such, the laws of the province of Nova Scotia shall govern these disclaimers, terms and conditions.

# PERSONNEL POLICY

## Definitions

1. These terms will have these meanings in this policy:
  - a) “*SNS*” – Swim Nova Scotia.
  - b) “*Employee(s)*” – A person who performs work for SNS for wages and is subject to the Code.
  - c) “*Code*” - Nova Scotia *Labour Standards Code*.

## Preamble

2. SNS recognizes the critical importance of its Employees to achieving its strategic and corporate objectives. Accordingly, SNS will provide its Employees with:
  - a) Meaningful work which provides opportunities for professional development and personal achievement;
  - b) A safe, healthy and rewarding work environment;
  - c) An organizational culture that reinforces shared values, high professional standards and encourages participation and team work; and
  - d) An objective evaluation system that provides positive and constructive feedback on performance which is based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations.
3. Accordingly, SNS expects of all its Employees:
  - a) To conform with SNS’s organizational values and policies;
  - b) To strive to a high level of performance results;
  - c) To exercise professionalism in the discharge of job responsibilities;
  - d) To maintain open and direct communication; and
  - e) To exemplify integrity of personal conduct.

## Policy Statement

4. In its dealings with Employees, SNS is subject to the statutory requirements of the Nova Scotia *Labour Standards Code* (the “*Code*”).
5. Except where otherwise noted, or where amended by the provisions of a written contract of employment between an Employee and SNS, this policy will govern the terms and conditions of employment for SNS’s Employees.

## Authority and Application

6. The Board of Directors shall have authority for hiring or termination of all employees.
7. From time to time, SNS may hire part-time, summer students, temporary or casual employees. The terms and conditions of employment for such employees will be governed solely by the *Code*.
8. This policy will not apply to independent contractors or to interns/co-op placement students.

## Supervisory Relationship

9. The President of SNS shall supervise the performance of the Executive Director.
10. The Executive Director shall supervise the performance of any other Employees.

## Job Performance

11. The primary duties of each Employee will be outlined in a written job description. These duties may be revised from time to time, to reflect changing priorities, workload and personnel requirements of SNS. Such revisions will be made jointly by the Supervisor and the Employee.
12. In addition to a written job description, each Employee and Employee Supervisor will prepare annual written goals and objectives for the Employee's position, which will be used as the basis for reviewing performance and where applicable, awarding performance pay.
13. The appointment of all new Employees will be subject to a three-month probationary period. At the end of the probationary period the Employee's employment may be terminated without notice, if performance has not been satisfactory in the opinion of the Employees Supervisor.
14. The performance of each Employee will be reviewed annually by the Employee's Supervisor. The purpose of this review will be to assess the Employee's commitment to SNS's organizational values and policies, to provide the Employee with feedback on his/her performance, to evaluate the Employee's achievements in relation to agreed-upon goals and objectives, and to identify the Employee's strengths and weaknesses.
15. If an Employees performance is below a satisfactory level, the Supervisor will discuss with the Employee the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Employee's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames which have been discussed, the Employee's employment may be terminated for cause.
16. SNS may terminate the employment of any Employee at any time without notice by reason of the Employee's willful misconduct which is detrimental to SNS, failure to adhere to the policies of SNS, or gross failure to perform their employment duties.

### **Employee Conduct**

17. All Employees of SNS will comply with this policy and with all other policies of SNS relating to conduct including, but not limited to, policies that apply to conduct and ethics, conflict of interest, confidentiality and privacy, as amended from time to time.

### **Hours of Work**

18. SNS's normal office hours are 8:30 AM to 4:30 PM, Monday to Friday, with an hour for lunch. Employees' regular hours of work are 7 hours per day and 35 hours per week, exclusive of the lunch break. Flexible hours may be arranged at the discretion of the Employees Supervisor. The hours of work for part-time, temporary or casual employees will be as agreed to by the Employee and the Employees Supervisor.
19. The hours of work outlined above may be influenced by the voluntary nature of SNS's activities – as a result, hours of work may need to be flexible to accommodate weekend or evening work. Such flexible hours of work may be arranged at the discretion of the Supervisor.
20. In addition to the normal hours of work, the duties of Employees may occasionally involve working extra time, including weekends, with the approval of the Employee's Supervisor. For all Employees, equivalent compensating time off shall be given for any additional time worked. Compensating time off will be taken within the fiscal year of SNS and may not be carried forward into a future fiscal year.
21. If for any reason an Employee cannot be at work at the normal time, he/she will notify the Supervisor at the earliest opportunity of the reasons for, and expected duration of, the absence.

22. Employees Supervisors will keep attendance records for all Employees they supervise.

### **Vacation**

23. The vacation year will be the fiscal year of SNS (April 1 to March 31).

24. Vacation entitlements will accrue as follows:

- a) A vacation of two (2) weeks after twelve (12) months of work within the following ten (10) months; or
- b) If the Employee has been employed longer than eight (8) years, a vacation of a least three (3) weeks.

25. All vacation time will be approved in advance by the Employee's Supervisor. The Employees Supervisor retains the right to determine the scheduling of vacations and to determine whether more than two weeks of vacation may be taken at any one time.

26. Employees are entitled to those paid statutory holidays recognized by the Code.

27. Part-time, temporary and casual Employees will be paid holiday pay at a rate of 4 percent of the Employee's gross earnings or, payable once per year and on the termination of employment.

### **Leave**

28. Employees shall be allowed a total of three (3) unpaid sick days per year.

29. At the discretion of the Employee's Supervisor, a doctor's letter may be required to substantiate the need for sick leave.

30. Maternity leave, Parental leave and other leave will be in accordance with the Code.

31. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.

### **Travel**

32. Employees will be compensated for any costs incurred while traveling on SNS business in accordance with SNS's policies for reimbursement of travel expenses.

### **Benefits**

33. SNS shall subscribe full-time Employees to an employment benefits program, administered by Sport Nova Scotia, which will provide health coverage, long term disability, and insurance.

### **Professional Development**

34. SNS will budget for staff training and development according to the resources available each year.

Employees should consult with their Employee Supervisor to identify suitable professional development opportunities. At the discretion of the Employee Supervisor and based upon a written request from an Employee, SNS may cover all or part of the Employee's costs to participate in educational courses, seminars or workshops.

### **Salary**

35. The salary of each SNS Employee will consist of a base salary and may include a performance incentive.

36. Salary shall be paid bi-weekly, subject to statutory deductions and withholdings for Canadian Pension and Employment Insurance.

37. Starting salaries and salary increases will be approved by the Executive Committee.
38. Performance incentives may be granted at the discretion of the Executive Committee on behalf of the Board of Directors.
39. The President and the Executive Director shall review salaries and performance incentives on an annual basis, and report to the Executive Committee on behalf of the Board of Directors on any recommended changes. In carrying out this review, the President and Executive Director shall have regard to salaries paid by comparable organizations.

#### **Notice of Termination**

40. No notice is required by either SNS or the Employee to terminate the employment relationship during the three-month probationary period for new Employees.
41. Full-time Employees shall give notice of their intention to leave the employment of SNS in accordance with the Code. SNS shall give full-time Employees notice, or pay in lieu of notice, in accordance with the Code.
42. Notice, termination and severance provisions for part-time, temporary and casual Employees will be in accordance with the Code.

#### **Confidentiality and Intellectual Property**

43. Employees will not, either during the term of their employment with SNS or any time thereafter, disclose to any person, organization or corporation any confidential information concerning the business, affairs or personnel of SNS which he or she may have acquired in the course of their employment, without the express written consent of SNS. For the purposes of this policy, Confidential Information refers to:
  - a) Names, addresses, e-mails, telephone number, date of birth, Social Insurance Numbers and credit card information of SNS members, volunteers, directors, officers, employees, committee members, contractors, and other participants within SNS programs;
  - b) Information related to the business or affairs of SNS or any member of SNS; and
  - c) Data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans and financial information relating to SNS.
44. SNS shall not divulge to outside parties any personal information about an Employee, including but not limited to place of residence, home phone number, Social Insurance Number, date of hire, or earnings, without the Employee's permission, unless required to do so by law.
45. All files, written documents and electronic materials relating to the work performed during the Employee's tenure with SNS will remain the property of SNS and upon the request of SNS, the Employee will return all such written and electronic materials.
46. All copyright and other intellectual property rights in any work created by an Employee in the course of employment with SNS shall be the property of SNS, which shall have the right to use, reproduce or distribute such works, or any part thereof, for any purpose it wishes. In the absence of a written agreement stating otherwise, an Employee is deemed to have waived all rights to copyright in favour of SNS.

#### **Other Employment**

47. Full-time Employees may accept outside employment provided the employment does not compromise the Employee's ability to perform his or her duties for SNS, the employment does not represent a conflict with SNS, the Employee Supervisor is notified in advance by the Employee of the Employee's intention to accept

outside employment. Written approval of the Employee Supervisor is required prior to commitment of such employment..

**Disputes**

48. Any disputes about personnel issues between an Employee and a Supervisor shall be referred to the Board of Directors, who shall hear and decide the matter.



# COMPETITION SANCTIONING POLICY

## Definitions

1. The following terms have these meanings in this document:
  - a) *Club Member* – a swim club admitted as a member with Swim Nova Scotia and further defined in Swim Nova Scotia's By-laws
  - b) *Competitions* – Events hosted by a Club Member, the provincial section or Swimming Canada that are sanctioned by Swim Nova Scotia or where required, Swimming Canada. Types of competitions eligible for sanctioning include: Class I Time Trials, Class II Time Trials, Open Invitational, Closed Invitational, Novice, Masters, Summer, Varsity and Provincial Championships.
  - c) *Competitors* – Swimmers who are registered with Swimming Canada in the national registration system or another FINA recognized national federation and only these swimmers are eligible for entry to any sanctioned competition.
  - d) *Masters* - Competitive/recreational swimming for swimmers aged 18 and older
  - e) *Gold Bonus* – A fee set by Swim Nova Scotia that is charged for each individual swim and relay swim.
  - f) *Para-Swimming* - Events or competitions for swimmers with a disability who have been classified and appear on the Classification Database.
  - g) *Sanctioning Fee* – A fee set by Swim Nova Scotia that is charged for each sanctioned competition
  - h) *Summer Club Member* – a swim club admitted as a Summer Club Member with Swim Nova Scotia and further defined in Swim Nova Scotia's By-laws
  - i) *Swimmer Member* – Registration is defined by Swimming Canada's National Registration Policy and Procedures.
  - j) *Swimming Canada Registration System* – The national database system that provides membership registration and meet sanctioning, entry and results.
  - k) *Time Trial* – Events hosted by a Club Member
  - l) *Varsity* – those competitions and competitors recognized by U Sports and/or the Atlantic University Sport Conference (AUS) that are sanctioned by the respective Provincial Section.
  - m) *Year-Round Club Member* – a swim club admitted as a Year-Round Club Member with Swim Nova Scotia and further defined in Swim Nova Scotia's By-laws

## Governing Bodies

2. The following organizations govern the sport of swimming in Canada:
  - a) FINA - The international governing body for competitive swimming. Only Swimming Canada can seek a FINA sanction for an international event/competition.
  - b) Swimming Canada - The national governing body for competitive swimming in Canada. It has the sole authority to sanction competitions. It may give the sanctioning authority to provincial sections according to the *National Sanctioning Policy*.
  - c) Swim Nova Scotia - The Nova Scotia governing body for competitive swimming that has been granted sanctioning authority by Swimming Canada for Nova Scotia events. Swim Nova Scotia does not have the authority to give its sanctioning ability to another organization or body.
  - d) WPS - The World Para Swimming is the governing body for the Paralympic games and international sport for Athletes with a disability. Para-Swimming is governed and managed by the WPS.

## Purpose

3. This Policy will ensure that swimming competitions or related competitive events are run fairly and safely and comply with the *National Sanctioning Policy* of Swimming Canada, the Swimming Rules of Swimming Canada and the Facility Rules and Guidelines of Swimming Canada. All sanctioned competitions must follow current rules as established by FINA, Swimming Canada, and any rules that Swim Nova Scotia has the

jurisdiction to create as granted by Swimming Canada.

4. Swimming Canada has designated Swim Nova Scotia as the Provincial Section in Nova Scotia with the authority to sanction competitive events and other activities in the province of Nova Scotia.
5. Swim Nova Scotia has jurisdiction to create rules for competition as granted in Swimming Rules of Swimming Canada.
6. Under this Policy, Swim Nova Scotia must grant (approve) sanctioning for any swimming competition or related event for the following to apply in the province of Nova Scotia:
  - a) Any other policy or rule of Swimming Canada and Swim Nova Scotia to be in force
  - b) Competition results to be considered official and valid for use domestically for rankings, record setting, team selection, and eligibility for competition entry or meeting entry standards.
  - c) Insurance policies to be applicable.

### **Application**

7. Competitions requiring a sanction from Swim Nova Scotia
  - a) All Competitions require a sanction. Competitions held by Club Members of Swim Nova Scotia must be sanctioned by Swim Nova Scotia.
  - b) Clubs and programs can only apply for sanctions in which they are eligible to apply for:
    - i. *Year-Round Club Members* may only apply for the following sanction types: Class I Time Trial, Class II Time Trial, Open Invitational Competition, Closed Invitational Competition or Novice Competitions.
    - ii. *Masters Clubs* may only apply for the following sanction types: Masters Competition
    - iii. *Varsity Clubs* may only apply for the following sanction types: Varsity Competition, Class I Time Trial- Varsity, or Class II Time Trials – Varsity.
    - iv. *Summer Club Members* may only apply for the following sanction types: Summer Competition, Class I Time Trial or Class II Time Trial.
8. Competitions requiring approval from Swimming Canada through the Provincial Section
  - a) Swimming Canada holds the final approval and authority on sanctioning the events of non-affiliated organizations as Limited Events. Competitions that are non-FINA or non-Swimming Canada events that comply with membership and sanctioning requirements may be sanctioned by Swim Nova Scotia with approval of Swimming Canada.
9. Competitions that are not sanctioned by Swim Nova Scotia
  - a) Swimming Canada-Designated Meet - Swimming Canada has the authority to sanction their designated competitions.
  - b) WPS Sanctioned Para-swimming Competitions - The only competitions that will receive an WPS sanction are long course competitions.

### **Universal Participation**

10. Swim Nova Scotia is committed to encouraging equity, inclusion and universal participation within its membership and to supporting universal participation within its programs and activities. Swim Nova Scotia supports the participation of all qualified swimmers into all competitions including provincials and provincial championships meets.
  - a) Para-swimmers are eligible to participate in all Swim Nova Scotia sanctioned competitions, provided they meet the provincial qualifying standard for swimmers with a disability.
  - b) Swim Nova Scotia permits the wearing of religious coverings/suits so long as the material is permeable and will not aid in the buoyancy of the swimmer.

- c) Swimmers are permitted to enter into competitions based on the gender they are registered with through the National Registration System. An Athlete can compete in events of the gender in which they are registered and may only identify with one gender at a time.

### **Requirements to Obtaining a Sanction**

11. Only Club Members in good standing may apply for a sanction.
12. All Competitors shall be registered with Swimming Canada or their National Federation as recognized by FINA to be eligible to enter and compete.
13. Only Competitions that follow current rules as established by FINA, Swimming Canada, and any rules that Swim Nova Scotia has the jurisdiction to create in the Swimming Rules of Swimming Canada, will be considered for a sanction.
14. No penalties and surcharges can be assessed by a Club Member running a sanctioned competition.
15. Competitions cannot be held on blocked weekends as determined by Swim Nova Scotia.
16. Provincial competitions hosted by Swim Nova Scotia will be held on restricted dates and competitions will not be permitted or sanctioned unless an exception request has been submitted and approved by Swim Nova Scotia. Summer Club Member Competitions on the same date as a year-round provincial competition do not require an exception request.
17. A Restricted Date Exception Request must comply with the following:
  - a) Must be submitted a minimum of 16 weeks prior to the competition date.
  - b) Must be a closed invitational. Invited clubs must guarantee and ensure that qualified swimmers will not attend the closed invitational instead of the provincial competition.
  - c) Time standards and/or age groups must clearly demonstrate that there is no conflict with the provincial competition.
  - d) Host Clubs who breach the conditions of the exception request will be subject to a \$500 fine.
  - e) Club Members who enter swimmers that break the conditions of the exception request will be subject to a \$100 fine per swimmer.
  - f) The availability of officials, the location of the competition and facility availability will be considered by Swim Nova Scotia.
  - g) Exception requests will be reviewed by Swim Nova Scotia.
  - h) The final decision to grant a sanction is at the sole discretion of Swim Nova Scotia and may not be appealed.
18. Sanction applications will only be approved in pools that are certified to hold competitions. To be certified as a competition pool, a pool facility must meet the minimum standards set out by Swimming Canada and Swim Nova Scotia.
19. Club Members will initially request Swim Nova Scotia to “list” competitions on the Swimming Canada Registration System. Swim Nova Scotia will approve competition dates and work with Club Members to resolve any conflicts in the competition calendar. Approval of dates does not guarantee a sanction. Once dates are approved, Club Members may then apply for a sanction as per the requirements contained within this policy. Any date changes to listed competitions need to be submitted to Swim Nova Scotia approval.
20. Sanction applications will be subject to a Sanctioning Fee, as determined by Swim Nova Scotia. This fee will be published.

21. Sanction applications will be reviewed to ensure the following components of a competition are in place as outlined in the Meet Package:
- a) Name of the club
  - b) Sanctioning referee (who is aware of his or her role and approves of being used as sanctioning referee)
  - c) Date, time, and sanction type of Competition
  - d) Facility and Course (based on Swim Nova Scotia's facility list)
  - e) Event order
  - f) Entry fees
  - g) Eligibility
  - h) Scratch Procedure
22. All sanctions must be applied for no less than:
- a) Time Trials – three full business days prior to the first day of the competition
  - b) Summer Club Member Competitions– two weeks prior to the first day of the competition
  - c) All other Year-Round Club Member Competitions - eight weeks prior to the first day of the competition
  - d) Masters Member Competitions – four weeks prior to the first day of the competition
  - e) Varsity – per the AUS Playing Regulations
23. All sanction requests must be completed through the Swimming Canada Registration System.

#### **Time Trials**

24. Time Trials will be provided in accordance with the Swim Nova Scotia Time Trial Guidelines.

#### **Late Fee**

25. Sanction applications that are received late will be assessed a \$100 late sanction fee for the first occurrence by a club in a competitive season. Subsequent late sanction applications in the competitive season will be assessed a \$500.00 late sanction fee, which is payable upon receipt of invoice.
26. Requests for a late sanction may be denied by Swim Nova Scotia at its discretion.

#### **Transfer of a Sanction**

27. Once obtained, sanctions may not be transferred to a third party or another Club Member.

#### **Changes to a Sanctioned Competition and Fees**

28. All additions or changes to a sanctioned competition must be approved by Swim Nova Scotia. A Club Member that makes a change to a sanctioned competition without approval by Swim Nova Scotia will be fined \$500.00 which is payable upon receipt of invoice.
29. Any requests for changes to a sanctioned competition will be assessed a \$100 change to sanction fee per submission
30. Notification of a cancellation of a sanctioned competition must be submitted in writing to Swim Nova Scotia. Repeated cancellations without notification to Swim Nova Scotia may result in future sanctions being denied.

#### **Withdrawal of a Sanction**

31. Swim Nova Scotia may order the withdrawal of a sanction if:
  - a) Swimming Rules of Swimming Canada are violated.
  - b) Rules and policies of Swim Nova Scotia have been violated.
  - c) Competitors are not registered swimmers.
  - d) The Club Member is no longer a member in good standing with Swim Nova Scotia at the time of the sanctioned competition.
32. In the event that a sanction is withdrawn by Swim Nova Scotia, all competitors' results will be voided. Any fines or penalties assessed will still be required to be paid, even if a Sanction is withdrawn.

### **Sanctioning Fees**

33. All competitors, competing in a year-round sanctioned competition are assessed the Gold Bonus Fee, which is determined by Swim Nova Scotia. The Gold Bonus is payable to the Swim Nova Scotia within 15 days following the completion of the Competition. The Gold Bonus fee is the responsibility of the Club Member who has applied for and received the sanction.
34. Gold Bonus fees will be published by Swim Nova Scotia.
35. Varsity and Summer Club Member Competitions are not subject to Gold bonus payments.

### **Mixed Gender**

36. Mixed Gender Events, involve male and female swimmers competing in the same heat, and will only be sanctioned for the following:
  - a) Timed Final Events
  - b) Para Events
  - c) Masters Competitions
  - d) Summer Club Member Competitions

### **Scratch Procedure**

37. Swim Nova Scotia will have an approved and published Scratch Procedures for all sanctioned competitions.

### **Entering a Sanctioned Competition (Entries)**

38. All Club Members, including the host club must submit entries into sanctioned competitions using the Swimming Canada Registration System.
39. Any Club Member entering swimmers into a competition prior to the swimmer being fully registered will be fined \$100 per ineligible swimmer per incident.
40. Any Club Member entering non-competitive registered swimmers in a second competition which is not in compliance with the Swimming Canada National Registration Policy, will be fined \$100 per ineligible swimmer per incident and in addition, the swimmer will be automatically upgraded to a competitive member with upgrading fees due immediately.
41. Entry fees should be received prior to the start of the competition.

### **Results**

42. Removal of swimmer's names or times from the results is not permitted, under any circumstance.
43. Final results should be posted to the Swimming Canada Registration System within 24 hours. Repeated offenses of not uploading results within 24 hours may result in future sanctions being denied.

44. Where competitions include foreign competitors, the host club will need to contact Swim Nova Scotia for assistance with uploading the results.

#### **Meet Reports**

45. Swim Nova Scotia at its discretion may request clubs submit post meet reports that may include a post meet budget, feedback on order of events, session length and any incidents, concerns that took place .

#### **Competition Recommendations and Guidelines**

46. Swim Nova Scotia recommends that sessions be no longer than four hours in length, not including warm up. If a session times out to be more than four hours, meet management should either block the sessions or limit the entries.
47. The four-hour time recommendation per session does not apply to provincial or Swimming Canada-designated meets hosted in the provincial jurisdiction, as these meets must allow for all swimmers who qualify at the standard to attend.
48. Entry deadline for all competitions should be Friday the week before the start of the competition.
49. A psych sheet should be available and posted within 72 hours in advance of the competition.
50. Heat sheets/start lists should be available at the beginning of warm-ups

#### **Complaints and Appeals**

51. Complaints and Appeals of any decision made by Swim Nova Scotia may be filed under the terms of the *Discipline and Complaints Policy*.

# SOCIAL MEDIA USE POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Social media”* – The catch-all term that is applied broadly to computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Snapchat and Twitter
  - b) *“Swim Nova Scotia-branded social media”* – Official social media engagement by Swim Nova Scotia including Swim Nova Scotia’s Facebook page(s), Twitter feed, Instagram, photo sharing accounts, YouTube channels, blogs, or other social media engagement; both those that exist currently and those that will be created by Swim Nova Scotia in the future
  - c) *“Representative”* – All individuals employed by, or engaged in activities on behalf of, Swim Nova Scotia. Representatives include, but are not limited to, staff, administrators, committee members, directors and officers of Swim Nova Scotia, and volunteers.

## Purpose

2. Swim Nova Scotia encourages the use of social media by its Representatives to enhance effective internal communication, build the Swim Nova Scotia brand, and interact with members. Since there is so much ambiguity in the use of social media, Swim Nova Scotia has created this policy to set boundaries and standards for Representatives’ social media use.

## Application of this Policy

3. This Policy applies to all Representatives.

## Representatives’ Responsibilities

4. Swim Nova Scotia Representatives will not:
  - a) Use social media for the purpose of fraud or any other activity that contravenes the laws of Canada, Swim Nova Scotia’s *Code of Conduct and Ethics*, or any other applicable jurisdiction
  - b) Impersonate any other person or misrepresent their identity, role, or position with Swim Nova Scotia
  - c) Display preference or favouritism with regard to clubs, Athletes, or other members
  - d) Upload, post, email, or otherwise transmit:
    - i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive or another person’s privacy, or otherwise objectionable
    - ii. Any material which is designed to cause annoyance, inconvenience, or needless anxiety to others
    - iii. Any material that infringes on the patent, trademark, trade secrets, copyright, or other proprietary right of any other party
    - iv. Any material that is considered Swim Nova Scotia’s confidential information or intellectual property, as per Swim Nova Scotia’s *Confidentiality Policy*
5. Representatives shall refrain from discussing matters related to Swim Nova Scotia or its operations on Representatives’ personal social media. Instead, matters related to Swim Nova Scotia or its operations should be handled through more official communication channels (like email.)
6. Representatives must engage with social media only in the context(s) described in their contract of employment, volunteer position, or position with Swim Nova Scotia.
7. Representatives shall use their best judgment to respond to controversial or negative content posted by other people on Swim Nova Scotia-branded social media. In some cases, deletion of the material may be the most prudent action. In other cases, responding publicly may be preferred. If a Representative

questions the correct action to take, the Representative shall consult with another Representative who has more decision-making authority at Swim Nova Scotia.

8. Representatives shall use a clear and appropriate writing style.

#### **Swim Nova Scotia's Responsibilities**

9. Swim Nova Scotia will:
  - a) Ensure that Representatives only use social media in a positive manner when connecting with others
  - b) Properly vet and understand each social medium before directing Representatives to engage with, or create, Swim Nova Scotia-branded social media
  - c) Host expert training sessions on the topic of social media; in the event that the social media engagement directed by Swim Nova Scotia is unclear or not fully understood
  - d) Ensure that Representatives balance personal and professional information posted via social media and inform Representatives that a balance is necessary and positive
  - e) Monitor Representatives' use of social media

#### **Enforcement**

10. Failure to adhere to this Policy may permit discipline in accordance with the *Discipline and Complaints Policy*, legal recourse, or termination of employment/volunteer position.



## CLUB MEMBERSHIP POLICY

### Purpose

1. The purpose of this Policy is to describe how new Clubs can affiliate with Swim Nova Scotia and how existing member Clubs can renew their membership.

### Clubs

2. Swim Nova Scotia has two categories of Clubs, as described in the By-laws:
  - a) Year-Round Club Member – An organized swimming club operating on an annual basis (September 1 – August 31) consisting of at least ten (10) registered Year-Round Swimmer Members
  - b) Summer Club Member – An organized swimming club operating during the Spring and Summer Seasons (June 1<sup>st</sup> – August 31) consisting of at least five (5) registered Summer Swimmer Members
  - c) Masters Club Member - An organized swimming club operating on an annual basis (September 1 – August 31) consisting of at least ten (10) registered Masters Swimmer Members that are 18 years of age or older
  - d) Varsity Club Member – A member of a Nova Scotia University Swim Team
3. Both categories of Clubs must register with Swim Nova Scotia, meet the requirements of this Policy, and agree to abide by Swim Nova Scotia's By-laws, policies, rules and regulations.

### New Clubs

4. New Clubs will be accepted into membership with Swim Nova Scotia if they meet general principles for membership and submit an application package.

### General Principles

5. Swim Nova Scotia expects all Clubs to respect the following general principles:
  - a) Demonstrate a commitment to support Athletes
  - b) Demonstrate a committed Athlete base, which is substantial in relation to the size of the club's community
  - c) Demonstrate a commitment to hosting swim meets, developing a base of qualified officials, and fully participating in the activities of the swim community
  - d) Offer minimal interference with operation of existing clubs and display evidence of cooperation in the allocation of facility time and other issues
  - e) Demonstrate evidence of long-term financial viability

### Application Package

6. Applications for new Club membership must include:
  - a) Statement affirming that the Club will respect the general principles described above
  - b) Statement affirming that the Club will agree to abide by Swim Nova Scotia's By-laws, policies, rules and regulations
  - c) Club name and club code/abbreviation (names, codes, and abbreviations must not be similar to an existing Club in Canada and abbreviations can be no longer than 5 letters)
  - d) Proof of incorporation status
  - e) Type of Club (Year-Round, Masters or Summer)
  - f) Mission statement, purpose, and goals of the Club
  - g) The Club's Directors and/or contact person(s)
  - h) Name and location of the facility where the Club intends to operate and written confirmation of adequate pool time available for the Club
  - i) Projected Athlete registration numbers

- j) Names, contact information, and NCCP numbers of at least one (1) coach
- k) Proposed By-laws
- l) Proposed policies and procedures

#### *Year-Round & Masters Clubs*

- 7. As part of the Club's application package, if it intends to operate as a Year-Round Club, it must submit proof of registration (or intent to register) for at least 10 swimmers. The Club must also submit proof of a program for coach recruitment/development and a plan to develop officials.

#### *Summer Clubs*

- 8. As part of the Club's application package, if it intends to operate as a Summer Club, it must submit proof of registration (or intent to register) for at least 5 swimmers. The Club must also submit proof of a program for coach recruitment/development and a plan to develop officials.

#### *Varsity Clubs*

- 9. Must be accepted by the Atlantic University Sport as a member in good standing

#### *Admission*

- 10. Existing Clubs in the nearby geographical area to the new Club will be advised of the new Club's application and may be invited to make a submission related to the application.
- 11. Swim Nova Scotia's Executive Director will review the application package and may request more information. The Board of Directors (or designate, including but not limited to the Executive Director) will have the sole discretion to determine whether the Club is admitted as a member of Swim Nova Scotia.
- 12. New Clubs admitted as members are required to pay membership dues within 10 days of admission.

#### **Existing Clubs**

- 13. Clubs that are members of Swim Nova Scotia must complete an annual Club Affiliation Questionnaire, submit documents, and pay membership dues by deadlines specified by the Board of Directors (or designate).
- 14. Per the By-laws, each Club's membership term expires on August 31<sup>st</sup> every year. Club that wish to renew their membership with Swim Nova Scotia must submit the required information and documents, and pay the membership fee, by this date. Extensions may be granted at the sole discretion of the Board.
- 15. Clubs must submit the following information:
  - a) Club Name
  - b) Type of Club (Year-Round, Masters or Summer)
  - c) Society incorporation number
  - d) Date of last AGM
  - e) Date By-laws were last updated
  - f) Date of fiscal year end
  - g) Acknowledgement that the Club will agree to abide by Swim Nova Scotia's By-laws, policies, rules and regulations
  - h) Contact person(s) for the Club (individual's name, position, email address, and phone number)
- 16. Clubs must submit the following documents:
  - a) Minutes of last AGM
  - b) By-laws

- c) Discipline and Complaints Policy
- d) Appeal Policy
- e) Code of Conduct (which must include a definition of hazing and conduct standards for Athletes, coaches, and parents/guardians)
- f) Screening Policy
- g) Photograph Policy
- h) Conflict of Interest Policy
- i) Confidentiality Policy
- j) Coaches Job Description(s) and template employment agreement(s) in use by the Club (specific executed agreements with individuals are not required)

17. Swim Nova Scotia's Executive Director will review the membership renewal package and may request more information. The Board of Directors (or designate) will have the sole discretion to determine whether the Club is renewed as a member of Swim Nova Scotia.

#### *Dues*

18. Membership dues for all Clubs shall be determined annually by the Board of Directors (or designate) and shall be payable upon the date and timelines established by the Board of Directors (or designate).

#### *Reciprocation*

19. Clubs must provide copies of discipline and appeal decisions involving Athletes, coaches, parents/guardians, and officials to Swim Nova Scotia. Swim Nova Scotia may distribute these decisions to other Clubs, other amateur swimming organizations, and/or to Swimming Canada.

20. Clubs must enforce and respect any disciplinary sanctions rendered by Swim Nova Scotia and Swimming Canada.

#### **Rights and Benefits of Membership**

21. Membership with Swim Nova Scotia brings specific rights and benefits to the Club and its registered members:

- a) The right for registered members to compete as registered swimmers at eligible sanctioned activities as per the National Registration Policy of Swimming Canada and Swim Nova Scotia sanctioned activities, unless the registered swimmer is barred from competition for any reason
- b) The opportunity to benefit from the administrative, technical and educational resources of Swim Nova Scotia
- c) General liability insurance, Sport Accident and Directors/Officers Liabilities (Non-profit) as may be provided by Swim Nova Scotia

#### **Resignation and Removal**

22. Per the By-laws, a Club may resign from membership by delivering written notice of such resignation to Swim Nova Scotia. Resignation will take effect upon delivery. A Club may not resign if it is subject to disciplinary investigation or action.

23. Per the By-laws, a Club may be removed from membership by special resolution of the voting members at a meeting of the members provided that the Club has been given fourteen (14) days written notice of the meeting and the opportunity to be present and heard the meeting.

# CONFIDENTIALITY POLICY

## Definitions

1. These terms will have these meanings in this policy:
  - a) *“Confidential Information”* – Personal information of Participants including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, and background check information. Additionally, *Confidential Information* also includes information considered to be intellectual property of SNS such as data, proprietary information, business information, and trade secrets
  - b) *“Participant”* - Refers to all categories of individual members and/or registrants defined in the By-laws of SNS who are subject to the UCCMS and the policies of SNS, as well as all people employed by, contracted by, or engaged in activities with, SNS including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers.
  - c) *“Representative”* – All individuals employed by, or engaged in activities on behalf of, SNS. Representatives include, but are not limited to, staff, administrators, Directors and Officers of SNS committee members, and volunteers

## Purpose

2. The purpose of this policy is to ensure the protection of Confidential Information that is proprietary to SNS.

## Scope and Application of this Policy

3. This policy applies to all Representatives.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.
5. Participants voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly

## Responsibilities

6. Representatives shall not, either during the period of their involvement/employment with SNS or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives shall not use, reproduce or distribute such Confidential Information or any part thereof, without the express written consent of SNS.
8. All files and written materials relating to Confidential Information will remain the property of SNS and upon termination of involvement/employment with SNS or upon request of SNS, the Representative will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.

## Intellectual Property

9. Copyright and any other intellectual property rights in all written material (including material in electronic format) and other works produced in connection with employment or involvement with SNS will be owned solely by SNS, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. SNS may grant permission for others to use its intellectual property.

**Enforcement**

10. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions pursuant to the *Discipline and Complaints Policy*.

Declaration regarding Confidentiality

I have read the Swim Nova Scotia Confidentiality Policy, I agree to be bound by the obligations contained therein, and I commit to protect all Confidential information as outlined in the above policy.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Name**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**

# CONFLICT OF INTEREST POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Conflict of Interest”* – A situation where an individual, or the organization representing an individual, has a real, potential or perceived direct or indirect interest competing with SNS’s interests, resulting in a real or seeming incompatibility between one’s private interests and one’s fiduciary duties to SNS.
  - b) *“Representatives”* – Individuals employed by, or engaged in activities on behalf of, SNS including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of SNS
  - c) *“Non-Pecuniary Interest”* – An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss.
  - d) *“Pecuniary Interest”* - An interest that an individual, or an organization represented by an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual or organization, or another person with whom that individual is associated.
  - e) *“Perceived Conflict of Interest”* – A perception by an informed person that a conflict of interest exists or may exist.

## Purpose and Application

2. The purpose of this Policy is to describe how Representatives will conduct themselves in matters relating to real or perceived conflicts of interests, and to clarify how SNS will make decisions in situations where conflicts of interest exist or may exist.
3. This Policy applies to all Representatives.

## Obligations

4. Representatives will fulfill the requirements of this policy. Representatives **will not**:
  - a) Engage in any business or transaction, or have a financial or other personal interest that is incompatible with their official duties with SNS;
  - b) Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration, or who might seek, in any way, preferential treatment;
  - c) In the performance of their official duties, accord preferential treatment to any person in which Members have an interest, financial or otherwise;
  - d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with SNS, where such information is confidential or is not generally available to the public;
  - e) Engage in any outside work, activity or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of SNS, or in which they have an advantage or appear to have an advantage on the basis of their association with SNS;
  - f) Use SNS property, equipment, supplies or services for activities not associated with the performance of official duties with SNS without the permission of SNS;
  - g) Place themselves in positions where they could, by virtue of being a Representative, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or
  - h) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Representative.

## Disclosure of Conflict of Interest

5. On an annual basis, all Representatives will complete a written statement disclosing any real or perceived conflicts that they might have to the Executive Director immediately following the Annual General Meeting.

6. At any time that a Representative becomes aware that there may exist a real or perceived conflict of interest, they will disclose this conflict to the Board of Directors immediately.

### **Reporting a Conflict of Interest**

7. Any Representative who is of the view that another Representative may be in a position of conflict of interest may report this matter to the Board of Directors. Such a complaint must be signed and in writing. Anonymous complaints may be accepted upon the sole discretion of the Board of Directors.

### **Resolving Complaints of a Real or Perceived Conflict of Interest**

8. Upon receipt of a complaint, the Board of Directors will determine whether or not a conflict of interest exists provided the Representative alleged to have or be in conflict has been given notice of and the opportunity to submit evidence and to be heard at such meeting.
9. After hearing the matter, the Board of Directors will determine whether a real or perceived conflict of interest exists and if so what appropriate actions shall be imposed.
10. Where the Representative alleged to be in a real or perceived conflict of interest acknowledges the facts, he or she may waive the meeting, in which case the Board of Directors will determine the appropriate actions.
11. If the Representative accused of being in a real or perceived conflict of interest chooses not to participate in the meeting, the meeting will proceed in any event.
12. The Board of Directors may apply the following actions singly or in combination for real or perceived conflicts of interest:
  - a) Removal or temporary suspension of certain responsibilities or decision making authority of the Member;
  - b) Removal or temporary suspension of the Representative from a designated position;
  - c) Removal or temporary suspension from certain SNS teams, events and/or activities;
  - d) Expulsion of the Representative from SNS;
  - e) Other actions as may be considered appropriate for the real or perceived conflict of interest.
13. Failure to comply with an action as determined by the Board of Directors will result in the Representative automatically suspended from of membership in SNS until such time as compliance occurs.
14. The Board of Directors may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board of Directors.

### **Resolving Conflicts in Decision-making**

15. Decisions or transactions that involve a real or perceived conflict of interest that have been disclosed by a Representative may be considered and decided upon by SNS Board of Directors provided that:
  - a) The nature and extent of the Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded in the minutes;
  - b) The Member does not participate in discussion on the matter giving rise to the conflict of interest;
  - c) The Member abstains from voting on the proposed decision or transaction;
  - d) The Member is not included in the determination of quorum for the proposed decision or transaction;
  - and
  - e) The decision or transaction is in the best interests of SNS.

**Decision-Makers**

16. Representatives wishing to obtain a position as a decision-maker (Director, Officer, and Committee Member) within SNS must declare their professional interests and any potential conflict of interests prior to being declared eligible by the Board of Directors for a position as a decision-maker within SNS to the Executive Director.
17. In the event that a Representative neglects to disclose a professional interest or any potential conflicts of interest, the Board may consider such failure and may determine, in its sole discretion, any sanction pursuant to this Policy.

**Decision Final and Binding**

18. Any decision of the Board of Directors in accordance with this Policy may be appealed in accordance with the *Appeal Policy*.



