



# FEMMES ET SPORT AU CANADA CANADIAN WOMEN & SPORT

## CANADIAN WOMEN & SPORT

### POLICIES AND PROCEDURES (EXTERNAL)

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<b><u>Policy Title</u></b>	<b><u>Date of Last Review</u></b>	<b><u>Date of Next Review</u></b>
Anti-Doping	May 2020	May 2022
Official Languages	May 2020	May 2022
Diversity, Equity and Inclusion	May 2020	May 2022
Accessibility	May 2020	May 2022
Privacy	May 2020	May 2022
Conflict of Interest	May 2020	May 2022
Risk Management	May 2020	May 2022
Code of Conduct and Ethics	May 2020	May 2022
Discipline and Appeal	May 2020	May 2022

# ANTI-DOPING POLICY

## Definitions

1. These terms will have the following meanings in this Policy:
  - a) *"Canadian Centre for Ethics in Sport (CCES)"* – The CCES is an independent, national, not-for-profit organization responsible for administering Canada's Anti-Doping Program and the World Anti-Doping Code in Canada.
  - b) *"Canadian Anti-Doping Program (CADP)"* – Set of rules that govern doping control in Canada. The full Policy can be viewed [here](#).
  - c) *"World Anti-Doping Agency (WADA)"* – An independent, international, not-for-profit organization responsible for administering the World Anti-Doping Code and the promotion of clean sport internationally.
  - d) *"World Anti-Doping Code"* – Set of rules that govern doping control internationally. The full policy can be viewed [here](#).
  - e) *"Individuals"* - All categories of membership defined in Canadian Women & Sport's Bylaws, as well as all individuals employed by, or engaged in activities with, Canadian Women & Sport including, but not limited to volunteers, managers, administrators, committee members, and Directors and Officers of Canadian Women & Sport

## Purpose

2. Canadian Women & Sport is committed to clean sport in Canada and endorses the 2015 Canadian Anti-Doping Program and the World Anti-Doping Code. The purpose of this policy is to confirm that Canadian Women & Sport has adopted the 2015 CADP as its primary domestic anti-doping policy.

## Scope and Authority

3. This policy applied to all Individuals.
4. Canadian Women & Sport will respect any penalty enacted pursuant to the breach of the Canada Anti-Doping Program, whether imposed by WADA or the CCES.

## Provisions

5. Canadian Women & Sport is unequivocally opposed, on ethical, medical and legal grounds to the practice of doping in sport.
6. Canadian Women & Sport has adopted and agrees to abide by the Canadian Anti-Doping Program, as administered by the CCES, and as it may be amended from time to time.
7. In the event of a conflict between other anti-doping policies established by Canadian Women & Sport and the 2015 CADP, the 2015 CADP shall prevail.
8. Canadian Women & Sport will respect the sanctions applicable due to an anti-doping rule violation, whether imposed by WADA, the CCES, or any national or provincial sport organization.
9. Canadian Women & Sport will comply with the CADP with respect to public announcements of positive test results.
10. All Individuals and persons sanctioned by virtue of the CADP will be ineligible to participate in any role and in any activity organized, convened, held, or sanctioned by Canadian Women & Sport as per the penalties imposed.

## Communications

11. This Policy will be communicated to those who will be responsible for its implementation and to Individuals who will be affected.

**Review and Amendments**

12. Review and amendments shall take place bi-annually, in consultation with staff, the Board of Directors and subject-matter experts. The next review will take place in May 2022.

# OFFICIAL LANGUAGES POLICY

## Definitions

1. The following terms have these meanings in this policy:
  - a) “*Official Languages*” – The Official Languages of Canada are English and French.

## Purpose

2. Canadian Women & Sport is committed to the promotion and use of Canada’s two official languages in the delivery of its services. The purpose of this policy is to guide Canadian Women & Sport in its use of both official languages in that delivery.

## Scope and Authority

3. This policy applies to Canadian Women & Sport and its activities.
4. Canadian Women & Sport recognizes that the English and French languages have equal status in Canada. Canadian Women & Sport is committed to complying with the spirit of the *Official Languages Act* in serving both official language communities.

## Provisions

5. Canadian Women & Sport recognizes English and French as its official languages.
6. Canadian Women & Sport will maintain the capability to communicate with its active members and with the broader public in both official languages.
7. Canadian Women & Sport shall endeavour to provide all services and programs in both official languages.
8. Canadian Women & Sport will take the necessary measures to ensure that routine correspondence and communication can be conducted in the official language of choice. Replies to formal written correspondence shall be in the language of the originator. Staff are expected to be practical when applying this provision to email correspondence.
9. All publications and program materials, which are expected to be in circulation for a long period of time and which have broad applicability, shall be provided in both official languages. Canadian Women & Sport will work with Francophone subject-matter experts, as relevant, to support the effective translation and adaptation of concepts and materials developed in English to suit the French context.
10. All official documents relating to the governance of Canadian Women & Sport, such as Bylaws, Policies, and Strategic Plans will be provided in both official languages.
11. Media releases, website updates and newsletters shall be issued simultaneously in both official languages.
12. Original social media posts will be issued simultaneously in both official languages.
13. Canadian Women & Sport will work to expand the bilingual services available at events and programs sanctioned by Canadian Women & Sport. Public Service Announcements, including recognition of partners, will be made in both Official Languages.
14. Canadian Women & Sport will ensure forms created for the general public are written in both

English and in French.

15. Any advertising initiated by Canadian Women & Sport (print, radio, video, television) is to be produced in the language appropriate for the type of media and, where possible, available for distribution in English and in French upon request.
16. While the majority of the internal functioning of Canadian Women & Sport will, for purposes of practicality and economy, be in English, any member requesting materials, information or explanations in French, will receive such either in written or oral format.
17. When recruiting and selecting staff and volunteers, bilingualism is preferred, where such candidates are not available, Canadian Women & Sport will strategically ensure bilingual representation/contacts such that it can respond effectively to the needs of its members.

#### **Communication**

18. This Policy will be communicated to those who will be responsible for its implementation.
19. This Policy will be communicated broadly and Canadian Women & Sport will provide suitable education about the Policy.

#### **Review and Amendments**

20. Review and amendments shall take place bi-annually, in consultation with staff, French-speaking stakeholders and the Board of Directors. The next review will take place in May 2022.

# 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"* – welcoming of individuals with diverse personal characteristics into a group or organization by creating an environment conducive to their full participation
  - c) *"Equity"* – adaption to an environment to afford fairness to individuals with diverse personal characteristics
  - d) *"Under-Represented Groups"* – Under-Represented Groups include women, people of low socio-economic status, Indigenous people, people with disabilities, visible minorities, newcomers to Canada, and members of the LGBTQI2S community

## Purpose

2. Canadian Women & Sport will reflect diversity, equity, and inclusion in its administration, policies, programs, and activities. The purpose of this Policy is to ensure that Canadian Women & Sport provides Under-Represented Groups with a full and equitable range of opportunities to participate and lead, and to ensure that Canadian Women & Sport takes the steps necessary to benefit from diverse perspectives, skills and experiences in its governance, programs and operations.

## Participation

3. Canadian Women & Sport will enhance the quality of, and increase the level of participation in, Canadian Women & Sport's leadership and programs by:
  - a) Supporting inclusion, equity, and access for Under-Represented Groups
  - b) Promoting the value of diversity
  - c) Ensuring that individuals from Under-Represented Groups have equitable opportunity to participate in Canadian Women & Sport's programs, training, and other opportunities
  - d) Dealing with any incidence of discriminatory behaviour according to the *Code of Conduct and Ethics and Discipline and Appeal Policy*

## Decision-Making

4. Canadian Women & Sport commits to strengthening diversity and inclusion on its Board of Directors by ensuring that 30% of the positions on the Board of Directors are held by persons from Under-Represented Groups by 2022, with a focus on women with intersecting identities.
5. Whereas Canadian Women & Sport is an organization representing women, and whereas the organization has gender equity as a core value and operating principle, Canadian Women & Sport will prioritize women for decision-making roles. In recognition of the significant benefits of gender diversity among decision-makers and the important contributions of men to the movement for gender equity in sport, Canadian Women & Sport commits to ensuring that 20-30% of the positions on the Board of Directors are held by individuals who do not identify as women by 2022.

## Communications

6. Canadian Women & Sport will ensure that Under-Represented Groups are portrayed equitably in promotional materials and official publications, and that non-discriminatory language is used in all communications.

## Programming, Resources and Services

7. Canadian Women & Sport is committed to equitably reflecting Under-Represented Groups in the programs, resources and services it creates and supports for sport organizations. For example,

Canadian Women & Sport will:

- a) Ensure that the achievement of equitable opportunities for Under-Represented Groups is a key consideration when developing, updating, or delivering Canadian Women & Sport's programs and policies
- b) Create and support new programming, resources and services that specifically address the needs of Under-Represented Groups
- c) Monitor and evaluate the success of inclusion of Under-Represented Groups in programming, resources and services
- d) Provide opportunities to participants within its activities and programs on the basis of their skills, knowledge, and abilities. Canadian Women & Sport will ensure participants are neither disadvantaged nor denied access on the basis of a prohibited ground pursuant to federal human rights legislation

### **Human Resource Management**

8. As part of its commitment to the use of equitable human resource management practices, Canadian Women & Sport 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 to promote equitable employment opportunities
  - e) Adopt a pay scale reflecting equal pay for work of equal value for its employees
  - f) When appropriate, make available access to Employee Assistance counselling

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

9. Canadian Women & Sport resolves to continue to incorporate inclusion, diversity, and equity matters in its strategies, plans, actions, and operations; including technical programs, business management, sponsorship, marketing, media and communications.
10. Canadian Women & Sport will provide ongoing training and professional development opportunities on inclusion, diversity and equity to staff and directors and officers of Canadian Women & Sport.

### **Evaluation**

11. Canadian Women & Sport will continually monitor and evaluate its inclusion, equity, and diversity progress.
12. Reporting on achievement of Decision-Making targets will take place annually at the Annual General Meeting.

### **Review and Amendments**

13. Review and amendments shall take place bi-annually, in consultation with staff, members of Under-Represented Groups, and the Board of Directors. The next review will take place in May 2022.

## ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE POLICY

### Definitions

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

- a) *"Assistive Devices"* – An auxiliary aid such as communication aids, cognition aids, personal mobility aids and medical aids (e.g., canes, crutches, wheelchairs, or hearing aids).
- b) *"Disability"* – As per the *Ontario Human Rights Code*, Disability means:
  - i. Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
  - ii. A condition of mental impairment or a developmental disability;
  - iii. A learning disability or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
  - iv. A mental disorder; or
  - v. An injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safe and Insurance Act, 1997 ("handicap")
- c) *"Persons with Disabilities"* – Individuals who have a disability as defined under the *Ontario Human Rights Code* (noted above).
- d) *"Representative"* – Every person who deals with members of the public or other third parties on behalf of Canadian Women & Sport, whether the person does so as an employee, agent, volunteer, officer, director or otherwise.
- e) *"Service Animals"* – Any animal individually trained to do work or perform tasks for the benefit of a person with a disability.
- f) *"Support Persons"* – Any person, whether a paid professional, volunteer, family member, or friend who accompanies a person with a disability in order to help with communications, personal care or medical needs, or access to goods or services.

### Purpose

2. The purpose of this policy is to fulfill the requirements set out in Ontario Regulation 165/16 of the *Accessibility for Ontarians with Disabilities Act, 2005*, to establish a policy for Canadian Women & Sport for governing the provision of its goods and services to persons with disabilities.

### Scope and Application

3. This policy shall apply to all Representatives.

### Commitment

4. Canadian Women & Sport is committed to excellence in serving all stakeholders including people with disabilities. Canadian Women & Sport shall use reasonable efforts to ensure that its policies, practices and procedures are consistent with the following principles:
- a) The good or services will be provided in a manner that respects the dignity and independence of persons with disabilities.
  - b) The provision of goods or services to persons with disabilities, and others, will be integrated unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the good or service.
  - c) Persons with disabilities will be given an opportunity equal to that given to others to obtain, use and benefit from the goods or services.



- d) Persons with disabilities may use personal assistive devices and/or support persons in the access of goods and services.
- e) When communicating with a person with a disability, Representatives shall do so in a manner that takes into account the person's disability.

### **Practices and Procedures**

- 5. To implement this Policy, Canadian Women & Sport shall establish, evaluate and revise the practices and procedures noted below, as required on providing goods and/or services to persons with disabilities, while following these four core principles:
  - a) Dignity
  - b) Independence
  - c) Integration
  - d) Equal Opportunity

### **Assistive Devices**

- 6. Canadian Women & Sport will ensure that Representatives are trained and familiar with various assistive devices that may be used by customers/members with disabilities while accessing goods or services. Every Representative shall use reasonable efforts to allow persons with disabilities to use their own assistive devices to access goods and/or services.

### **Communication**

- 7. Canadian Women & Sport will offer a variety of methods of communication and interact with people with disabilities in ways that take into account their disability.

### **Service Animals**

- 8. Service animals offer independence and security to many people with various disabilities. Canadian Women & Sport welcomes people with disabilities and their service animals on the parts of the Canadian Women & Sport premises that are open to the public.
- 9. Examples of service animals include:
  - a) Dogs used by people who are blind
  - b) Hearing alert animals for people who are deaf, deafened or hard of hearing
  - c) Animals trained to alert an individual to an oncoming seizure and lead them to safety.
- 10. Every Representative shall allow persons with disabilities to be accompanied by their service animal unless the animal is excluded by law. Where an animal is excluded by law from the premises, the reason why the animal is excluded shall be explained to the person with a disability. Other reasonable arrangements to provide goods and services shall be explored with the assistance of the person with the disability.
- 11. When a service animal is unruly or disruptive (e.g., jumping on people, biting, or other harmful behaviour) an employee may ask the person with a disability to remove the animal from the area or refuse access to goods and services. Other reasonable arrangements to provide goods and services shall be explored with the assistance of the person with a disability.

### **Support Persons**

- 12. Support people assist people with disabilities in a variety of ways, by assisting with communication such as an intervener sign language interpreter, or as a Personal Support Worker providing physical assistance. A support person may be a volunteer, friend, or relative who will assist and support the stakeholder.

13. Persons with disabilities may be accompanied by their support person while accessing goods and/or services. Support persons are non-participants allowed free admission to services being accessed by the person with a disability they are accompanying.

### **Notice of Temporary Disruption**

14. In the event of a planned or unexpected disruption to services or facilities for stakeholders with disabilities such as an entrance way that is under repair, renovations that limit access to an area, or technology that is temporarily unavailable, Canadian Women & Sport will notify stakeholders promptly. This clearly posted notice will include information about the reason for the disruption, its anticipated length of time, and a description of alternative facilities or services, if available.

### **Training for Representatives**

15. Canadian Women & Sport will provide training to Representatives. Every Representative shall receive training on the following:
- a) An overview of the *Accessibility for Ontarians with Disabilities Act, 2005* and the requirements of the customer service standard
  - b) This Policy
  - c) How to interact and communicate with people with various types of disabilities
  - d) How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person
  - e) What to do if a person with a disability is having difficulty in accessing Canadian Women & Sport's goods and services
16. Current Representatives shall be trained immediately. New Representatives shall receive training as soon as "practicable" after been assigned their role. Ongoing training to changes of policies, procedures and new equipment shall be provided.
17. Training records shall be kept, including the dates when the training is provided, content of training and the number of individuals to whom the training was provided. See Appendix D.

### **Feedback Process**

18. Anyone who wishes to provide feedback on the way Canadian Women & Sport provides goods and services to people with disabilities can do so by email, phone or in person. All feedback will be directed to the Chief Executive Officer. Complaints will be addressed according to Canadian Women & Sport's regular complaint management procedures.

### **Provision of Documentation**

19. Canadian Women & Sport shall upon request, give a copy of the policies, practices and procedures required under the Ontario Regulation 429/07 – Accessibility Standards for Customer Service Policy to any person, in a format agreed upon by the parties.

### **Review and Amendments**

20. Review and amendments shall take place bi-annually. The next review will take place in May 2022. Any policy that does not respect and promote the dignity and independence of people with disabilities will be modified or removed.

## Appendix A - Notice – Admission Fees For Support Persons

In accordance with Canadian Women & Sport's Accessibility Standards for Customer Service Policy, support persons accompanying persons with disabilities are allowed access to our events, at no additional cost.

- **"Support Person"** shall mean any person whether a paid professional, volunteer, family member, friend who accompanies a person with a disability in order to help with communications, personal care or medical needs or with access to goods or services.
- **"Persons with Disabilities"** – shall mean those individuals that have a disability defined under the *Ontario Human Rights Code*, as follows:
  - i) Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
  - ii) A condition of mental impairment or a developmental disability;
  - iii) A learning disability or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
  - iv) A mental disorder; or
  - v) An injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safe and Insurance Act*, 1997 ("handicap").

## **Appendix B - Stakeholder Feedback Form**

Canadian Women & Sport is working hard to ensure that our services meet your needs and expectations. Your feedback is important to us - by answering the questions below, you will help us to better assist you by identifying opportunities for improvement.

1. Date and Time of your Visit:
2. Did we respond to your customer service needs today?
  - Yes
  - No
3. Was our customer service provided to you in an accessible manner?
  - Yes
  - No (please explain below)
  - Somewhat (please explain below)
4. Did you encounter any problems in accessing our event or services?
  - Yes (please explain below)
  - No
  - Somewhat (please explain below)
5. Please add any other comments you may have:
6. Contact Information (optional):

Thank You for Input! Your comments will be reviewed and carefully considered. If any changes are made to the way we provide customer service, notice will be posted at [www.womenandsport.ca](http://www.womenandsport.ca).

## Appendix C - Notice of Service Disruption Template

Please Note:

- There will be a scheduled service disruption at the **[insert location]**.
- There is currently an unexpected service disruption at the **[insert location]**.

The estimated time of the service disruption will be from **[insert time]** to **[insert time]**.

These disruptions include:

- **[list items here]**
- 

Alternate services have been made available as follows:

- **[list options here]**
- 

On behalf of Canadian Women & Sport, we would like to thank you for your patience in this matter.

For questions or additional information please contact:

**[Insert name, phone, email and fax]**

## **Appendix D - Workplace Emergency Plan for Mobility-Impaired Persons**

1. For fire and/or emergency safety planning purposes, mobility-impairment is a physical or medical disability which would prevent that person from descending the stairs in an evacuation situation at a rate of speed consistent with the normal flow of other building occupants, or which would cause such person physical harm if they attempted to descend the stairs.
2. In order to prevent further harm or injury, occupants who require assistance in evacuating during an alarm are responsible for:
  - Advising the Chief Executive Officer of Canadian Women & Sport so that a pre-plan can be established;
  - Assisting the Chief Executive Officer of Canadian Women & Sport in appointing two monitors who will be responsible for the occupant during the evacuation plan;
  - Telling their monitors how much help they may need; and
  - Practicing the evacuation procedures.

### **MONITORS FOR MOBILITY-IMPAIRED PERSONS**

3. Canadian Women & Sport, in consultation with the mobility-impaired person, provides these monitors. Monitors should meet the following criteria:
  - They should be physically capable of performing the task as assigned;
  - They should have no mobility-impairment of their own (e.g., a heart condition, epilepsy, asthma);
  - They should work the same hours as the mobility-impaired person to which they are assigned; and
  - They should work either in the same area or close enough so that they can respond quickly.

### **EVACUATION – DUTIES IN CASE OF ALARM**

4. Monitors should:
  - Attend immediately to the mobility-impaired person(s); and
  - Follow the procedures noted below.
5. When the alarm sounds:
  - Mobility-impaired persons go with their monitors directly to the predetermined stairwell on their floor.
  - Contact the central control facility or the local fire department at 9-1-1 to specify the location and the number of mobility-impaired persons;
  - Once the main flow of evacuees has passed, the mobility-impaired should leave the building with their monitors, in short stages if necessary;
  - Return to the building only when authorized by the Municipal Fire Chief or by the Chief Executive Officer of Canadian Women & Sport.

## Appendix E – Training Record

DATE:

LOCATION:

### TRAINING CONTENT:

TRAINERS:

[illegible]

# PRIVACY POLICY

## General

1. Background – Privacy of personal information is governed by the federal *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that Canadian Women & Sport collects, uses, safeguards, discloses and disposes of personal information, and states Canadian Women & Sport's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and Canadian Women & Sport's interpretation of these responsibilities.
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 Canadian Women & Sport to collect, use or disclose personal information.
3. Definitions – The following terms have these meanings in this Policy:
  - a) "*Commercial Activity*" – Any particular transaction, act or conduct that is of a commercial character.
  - b) "*IP Address*" – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
  - c) "*Personal Information*" – any information about an individual that relates to the person's personal characteristics including, but not limited to: gender, age, income, home address or phone number, ethnic background, family status, health history, and health conditions
  - d) "*Representatives*" – Members, directors, officers, committee members, employees, volunteers, administrators, and contractors

## Application of this Policy

4. Application – This Policy applies to Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to Canadian Women & Sport.
5. Ruling on Policy – Except as provided in the *Act*, the Board of Directors of Canadian Women & Sport will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

## Obligations

6. Statutory Obligations – Canadian Women & Sport is governed by the *Personal Information Protection, Electronic Documents Act* in matters involving the collection, use and disclosure of personal information.
7. Additional Obligations – In addition to fulfilling all requirements of the *Act*, Canadian Women & Sport and its Representatives will also fulfill the additional requirements of this Policy. Representatives of Canadian Women & Sport 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 Canadian Women & Sport; or
- 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.

### **Accountability**

8. Privacy Officer – The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security and for 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:

Canadian Women & Sport  
c/o Allison Sandmeyer-Graves, CEO  
970 Queen Street East, Box 98162  
Toronto, Ontario  
M4M 1J0  
Canada

9. Duties – The Privacy Officer will:
- 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 Canadian Women & Sport's privacy policies and practices.
10. Employees – Canadian Women & Sport shall be responsible to ensure that the employees, contractors, agents, or otherwise of Canadian Women & Sport are compliant with the Act and this Policy.

### **Identifying Purposes**

11. 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 Canadian Women & Sport related 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 assign NCCP PD Points for training completed;
  - c) Implementation of Canadian Women & Sport's screening program;
  - d) Promotion and sale of merchandise;
  - e) Medical emergency;
  - f) Arranging travel;
  - g) Registration with Canadian Women & Sport for programs, training or events;
  - h) Technical monitoring, training, educational purposes, media publications, and sport promotion;
  - i) Purchasing equipment, manuals, resources and other products;
  - j) Publishing articles, media relations and posting on Canadian Women & Sport website, displays or posters;
  - k) Determination of membership demographics and program wants and needs;
  - l) Participating in measurement and evaluation, such as surveys, focus groups and interviews;

- m) Managing payroll, health benefits, insurance claims and insurance investigations; and
- n) Posting images, likeness or other identifiable attributes to promote Canadian Women & Sport on its website, displays or posters.

12. Purposes not Identified – Canadian Women & Sport shall seek consent from individuals when personal information is used for Commercial Activity not previously identified. This consent will be documented as to when and how it was received.

### **Consent**

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

14. Implied Consent – By providing personal information to Canadian Women & Sport, individuals are consenting to the use of the information for the purposes identified in this policy.

15. Withdrawal – An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. Canadian Women & Sport will inform the individual of the implications of such withdrawal.

16. 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.

17. Exceptions for Collection – Canadian Women & Sport 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.

18. Exceptions for Use – Canadian Women & Sport may use personal information without the individual's knowledge or consent only:

- a) If Canadian Women & Sport 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.

19. Exceptions for Disclosure – Canadian Women & Sport may disclose personal information without the individual's knowledge or consent only:

- a) To a lawyer representing Canadian Women & Sport;

- b) To collect a debt the individual owes to Canadian Women & Sport;
- 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 Canadian Women & Sport's initiative when Canadian Women & Sport 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 (Canadian Women & Sport 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**

- 20. Limiting Collection, Use and Disclosure – Canadian Women & Sport shall not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in this Policy, except with the consent of the individual or as required by law.
- 21. Retention Periods – Personal information shall be retained as long as reasonably necessary to enable participation in Canadian Women & Sport, to maintain accurate historical records and or as may be required by law.
- 22. Destruction of Information – Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

### **Safeguards**

- 23. 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.

### **Breaches**

- 24. Breaches – Canadian Women & Sport is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, personal information to the Office of the Privacy Commissioner if the breach, disclosure, or access may pose a “real risk of significant harm” to an individual. A “real risk of significant harm” is defined as: *“Bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property”*.
- 25. Reporting – Canadian Women & Sport will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.

26. Records and Notification – In addition to reporting the breach or unauthorized access or disclosure, Canadian Women & Sport will keep records of the breach and inform affected individuals.

### **Individual Access**

27. Access – Upon written request, and with assistance from Canadian Women & Sport, 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. Further, 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.
28. 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.
29. Denial – An individual may be denied access to his or her personal information if the information:
- a) Is prohibitively costly to provide;
  - b) Contains references to other individuals;
  - c) Cannot be disclosed for legal, security, or commercial proprietary purposes; or
  - d) Is subject to solicitor-client privilege or litigation privilege.
30. Reasons – Upon refusal, Canadian Women & Sport shall inform the individual the reasons for the refusal and the associated provisions of the Act.
31. 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**

32. Challenges – An individual shall be able to challenge compliance with this Policy and the Act to the designated individual accountable for compliance.
33. Procedures – Upon receipt of a complaint Canadian Women & Sport 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 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 Canadian Women & Sport; and
  - 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.
34. Whistleblowing – Canadian Women & Sport shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within Canadian Women & Sport 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 Canadian Women & Sport 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**

35. IP Address – Canadian Women & Sport does not collect, use or disclose personal information such as an IP Addresses.

### **Applicable Law**

36. Applicable Law – Canadian Women & Sport website is created and controlled by Canadian Women & Sport in the province of Ontario. As such, the laws of the province of Ontario shall govern these disclaimers, terms and conditions.

### **Review and Amendments**

37. Review and amendments shall take place bi-annually, in consultation with staff, the Board of Directors and subject-matter experts. The next review will take place in May 2022.

## **Consent Statement**

Canadian Women & Sport will include the following paragraph whenever Personal Information is being collected (or a variation, depending on the circumstances and purpose of the collection):

1. I authorize Canadian Women & Sport to collect and use personal information about me for the purposes described in Canadian Women & Sport's *Privacy Policy*.
2. In addition to the purposes described in Canadian Women & Sport's *Privacy Policy*, I authorize Canadian Women & Sport to:
  - a) Distribute my information to program or grant funding agencies
  - b) Photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material in the development of Canadian Women & Sport educational materials and to promote Canadian Women & Sport through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes
  - c) Share my information with project partners only as necessary to fulfill the activities of the relevant project or initiative
  - d) Collect and share my information for statistical, scholarly or research purposes
3. I understand that I may withdraw such consent at any time by contacting Canadian Women & Sport's Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

## **Website Disclaimer**

Canadian Women & Sport will include the copyright and legal disclaimer in the applicable section on the Canadian Women & Sport website:

Website – The Canadian Women & Sport website is a product of Canadian Women & Sport. The information on the website is provided as a resource to those interested in Canadian Women & Sport. Canadian Women & Sport 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 Canadian Women & Sport 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 Canadian Women & Sport. Canadian Women & Sport also reserves the right to make changes at any time without notice.

Outside Links – Links made available through the website may allow you to leave the Canadian Women & Sport site. Please be aware that the internet sites available through these links are not under the control of Canadian Women & Sport. Therefore, Canadian Women & Sport does not make any representation to you about these sites or the materials available there. Canadian Women & Sport is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. Canadian Women & Sport is not responsible for privacy practices employed by other companies or websites.

## CONFLICT OF INTEREST POLICY

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *"Conflict of Interest"* – Any situation in which a Representative's decision-making, which should always be in the best interests of Canadian Women & Sport, is influenced or could be influenced by personal, family, financial, business, or other private interests
  - b) *"Pecuniary Interest"* - An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated
  - 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) *"Representatives"* – Individuals employed by, or engaged in activities on behalf of, Canadian Women & Sport including: staff members, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of Canadian Women & Sport

### Background

2. Individuals who act on behalf of an organization have a duty first to that organization and second to any personal stake they have in the operations of Canadian Women & Sport. For example, in not-for-profit organizations, Directors are required, by law, to act as a trustee (in good faith, or in trust) of Canadian Women & Sport. Directors, and other stakeholders, must not put themselves in positions where making a decision on behalf of Canadian Women & Sport is connected to their own personal interests. That would be a conflict of interest situation.

### Purpose and Application

3. Canadian Women & Sport strives to reduce and eliminate nearly all instances of conflict of interest at Canadian Women & Sport – by being aware, prudent, and forthcoming about the potential conflicts. This Policy describes how Representatives will conduct themselves in matters relating to conflict of interest and clarifies how Representatives shall make decisions in situations where conflict of interest may exist.
4. This Policy applies to all Representatives.

### Obligations

5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative's personal interest and the interests of Canadian Women & Sport, shall always be resolved in favour of Canadian Women & Sport.
6. 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 Canadian Women & Sport, unless such business, transaction, or other interest is properly disclosed to Canadian Women & Sport and approved by Canadian Women & Sport
  - 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 preferential treatment
  - c) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues 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 Canadian Women & Sport, if such information is confidential or 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 Canadian Women & Sport, or in which they have an advantage or appear to have an advantage on the basis of their association with Canadian Women & Sport
- f) Without the permission of Canadian Women & Sport, use Canadian Women & Sport's property, equipment, supplies, or services for activities not associated with the performance of their official duties with Canadian Women & Sport
- g) Place themselves in positions where they could, by virtue of being a Canadian Women & Sport Representative, influence decisions or contracts from which they could derive any direct or indirect benefit
- 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 Canadian Women & Sport Representative

### **Disclosure of Conflict of Interest**

- 7. On an annual basis, all Canadian Women & Sport's Directors and candidates for election to the Board, Officers, Employees, and Committee Members will complete a **Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by Canadian Women & Sport.
- 8. Representatives shall disclose real or perceived conflicts of interest to Canadian Women & Sport's Board immediately upon becoming aware that a conflict of interest may exist.

### **Minimizing Conflicts of Interest in Decision-Making**

- 9. Decisions or transactions that involve a conflict of interest that has been proactively disclosed by a Canadian Women & Sport Representative will be considered and decided with the following additional provisions:
  - 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 or noted
  - b) The Representative does not participate in discussion on the matter
  - c) The Representative abstains from voting on the decision
  - d) For Board-level decisions, the Representative does not count toward quorum
  - e) The decision is confirmed to be in the best interests of Canadian Women & Sport
- 10. For potential conflicts of interest involving employees, Canadian Women & Sport's Board will determine whether there is a conflict and, if one exists, the employee will resolve the conflict by ceasing the activity giving rise to the conflict. Canadian Women & Sport will not restrict employees from accepting other employment contracts or volunteer appointments provided these activities do not diminish the employee's ability to perform the work described in the employee's job agreement with Canadian Women & Sport or give rise to a conflict of interest.

### **Conflict of Interest Complaints**

- 11. Any person who believes that a Representative may be in a conflict of interest situation should report the matter, in writing (or verbally if during a meeting of the Board or any committee), to Canadian Women & Sport's Board who will decide appropriate measures to eliminate the conflict. The Board 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
  - b) Removal or temporary suspension from a designated position



- c) Removal or temporary suspension from certain events and/or activities
- d) Expulsion from Canadian Women & Sport
- e) Other actions as may be considered appropriate for the real or perceived conflict of interest

12. Any person who believes that a Representative has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to Canadian Women & Sport or the Independent Case Manager, to be addressed under Canadian Women & Sport's *Discipline and Appeal Policy*.
13. Failure to comply with an action as determined by the Board will result in automatic suspension from Canadian Women & Sport until compliance occurs.
14. The Board 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.

#### **Enforcement**

15. Failure to adhere to this Policy may permit discipline in accordance with Canadian Women & Sport's *Discipline and Appeal Policy*.

#### **Review and Amendments**

16. Review and amendments shall take place bi-annually, in consultation with staff, the Board of Directors and subject-matter experts. The next review will take place in May 2022.

## Appendix A - Conflict of Interest Declaration Form

I have read Canadian Women & Sport's *Conflict of Interest Policy*, I agree to be bound by the obligations contained therein, and I commit to avoid any real or perceived conflict of interest. I also commit to disclosing the existence of any real or perceived conflict of interest to the Board, as soon as it is known to me.

I declare the following interests which may represent a potential conflict of interest:

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**Name**

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**Signature**

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**Date**

## **RISK MANAGEMENT POLICY**

### **Preamble**

1. Canadian Women & Sport is the leading organization that educates, promotes and collaborates to support a sport and physical activity system in which girls and women are actively engaged. Canadian Women & Sport is committed to managing risks to the organization by ensuring its decisions and actions reflect established standards and the organization's values.

### **Purpose**

2. The purpose of this Policy is to provide a guiding statement on how risk management is to be performed within Canadian Women & Sport. In general, Canadian Women & Sport views risk management as a comprehensive approach to improving organizational performance. This Risk Management Policy links directly with Canadian Women & Sport's Risk Registry.
3. This policy has other purposes as well, namely:
  - a) Reinforcing an understanding of risk management as having a broad focus, beyond merely preventing lawsuits and financial losses
  - b) Performing an educational function for staff and the Board
  - c) Over the longer term, contributing to enhancing a 'risk management culture' within Canadian Women & Sport
4. Ultimately, successful risk management has the following benefits Canadian Women & Sport:
  - a) Prevents or limits injury or losses to volunteers and staff
  - b) Helps to protect Canadian Women & Sport and its members against unnecessary litigation
  - c) Ensures that Canadian Women & Sport is compliant with all applicable laws, regulations and standards
  - d) Improves the quality and relevance of the programs and services that Canadian Women & Sport provides to its members, partners and sponsors
  - e) Promotes improved business management and human resource management practices
  - f) Enhances Canadian Women & Sport's brand, reputation and image in the community
  - g) Overall, enhances Canadian Women & Sport's ability to achieve its strategic objectives

### **Scope and Authority**

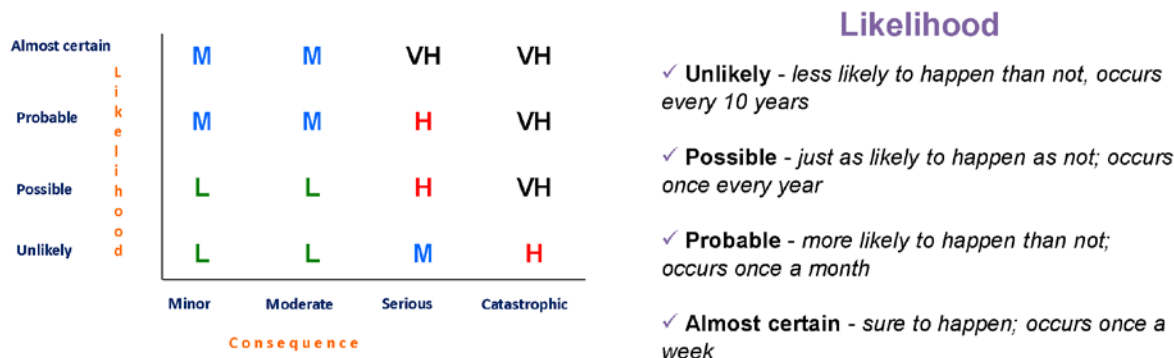
5. The Chief Executive Officer is the designated Risk Manager for Canadian Women & Sport, responsible for the implementation, maintenance and communication of this policy. This Policy applies to all decisions and activities undertaken on behalf of Canadian Women & Sport.

### **Policy**

6. Canadian Women & Sport makes the following commitments:
  - a) Activities and events undertaken by Canadian Women & Sport will incorporate the principles of risk management
  - b) Systematic and explicit steps will be taken to identify, assess, manage and communicate risks facing Canadian Women & Sport in a timely fashion
  - c) Risk mitigation strategies will be reasonable and will reflect the reasonable standard of care in any circumstance (where standard of care is determined by written/published standards, industry practices, established case law precedent, and common sense)
7. Canadian Women & Sport acknowledges that risk management is a broad activity and a shared responsibility. All directors, officers, staff, and volunteers have an ongoing responsibility to take appropriate measures within their scope of authority and responsibility to identify, assess, manage and communicate risks to those that they report to including but not limited to, the Risk Manager.

## Risk Tolerance

8. The Board had determined the following tolerance levels for the organization:



CONSEQUENCE TABLE					
Consequence	CAAWS Values	Performance	Reputation	Loss / Damage	Planning
<b>MINOR</b>	Low infringement of CAAWS values	Did not achieve performance objectives in X out of X	Public concern restricted to local complaints	\$1000 - \$5000	Short-term delay of achievement of planned outcomes
<b>MODERATE</b>	Internal infringement of CAAWS values	Did not achieve performance objectives in X out of X	Minor, adverse local public or media attention and complaints	\$5000 - \$10 000	Not able to meet planned outcomes due to competing priorities
<b>SERIOUS</b>	High infringement of CAAWS values - Unintentional breach of policies	Did not achieve performance objectives in X out of X	Attention from media and / or heightened concern from community	\$10 000 - \$20 000	Not able to meet planned outcomes that impact funding obligations or partner expectations
<b>CATASTROPHIC</b>	Very High infringement on values - intentional breach of policies	Did not achieve any performance objectives	Significant adverse national media/public attention	< \$20 000	Not able to meet mandatory outcomes to fulfill funding and partner requirements and expectations

## Procedures

9. Managing risks involves three steps:

- a) Identifying potential risks using an informed, environmental scan approach
- b) Assessing the significance of a risk by considering its likelihood and consequences
- c) Developing and implementing measures to address those risks deemed significant by reducing likelihood, consequences or both

10. Risks arise from a number of categories of Canadian Women & Sport's operations. Canadian Women & Sport has determined that the following categories will be used when identifying risks:

### a) Operational / Program Risks

Risks related to the development and implementation of Canadian Women & Sport programs; management of human resources, including staff and volunteers; organizational capacity to meet member and stakeholder expectations.

Technology and intellectual property risks related to the purchase, leasing, use, and storage of all hardware and software, programs, data, records, information including the protection of all Canadian Women & Sport's intellectual property assets.

b) **Compliance Risks**

Risks related to failure to comply with existing laws and regulations governing employment, privacy, workplace safety, new corporations' legislation, tenant legal responsibilities, anti-doping policies, Sport Canada, other agency standards for funding and accountability, fulfillment of contractual obligations.

c) **Communication Risks**

Risks related to internal and external communications, information management systems, crisis and issues management, media relations, image and reputation management, missed opportunities to promote and exploit successful outcomes, management of intellectual property, social media opportunities and pitfalls, confidentiality.

d) **External Risks**

Risks that are not in direct control of the organization such as funding frameworks from government and other agencies; relations with governments, games organizations and international federations; security threats/risks, involvement in other sport partnerships; hosting decisions and requirements; changing political priorities.

e) **Governance Risks**

Risks related to clarity of roles and responsibilities, decision-making and oversight, organizational structure and performance; management of disputes and conflict of interest, planning for diversity and succession of the Board and committees, retention of corporate knowledge, staying current with trends affecting Canadian Women & Sport.

f) **Financial Risks**

Risks related to financial monitoring and reporting, flexibility to control and direct funds, sponsorship attraction and retention, currency exchange rates, investment and management of reserve funds, protection of revenue streams, long-term financial sustainability.

11. All risks faced by Canadian Women & Sport can be addressed by one or more of the following four general strategies:

- a) **Retain** the risk – no action is taken because the possibility and consequence of the risk is low. It may also be that the risk is inherent in the activity itself and thus can be accepted in its present form.
- b) **Reduce** the risk – steps are taken to reduce the possibility of the risk, and/or its potential consequences, through efforts such as improved planning, policies, delivery, supervision, monitoring, or education.
- c) **Transfer** the risk – accept the level of risk but transfer some or all of it to others through the use of insurance, waiver of liability agreements or other business contracts.
- d) **Avoid** the risk – eliminate the risk by avoiding the activity giving rise to the risk – in other words, simply decide NOT to do something, or to eliminate some activity or initiative.

12. The above general strategies translate into a variety of risk control measures, which for Canadian Women & Sport may include, but are not limited to:
- a) Development of policies, procedures, standards and rules
  - b) Effective communication
  - c) Education, instruction, professional development and specialized training
  - d) Ensuring a core set of organizational values have been identified, defined and communicated throughout Canadian Women & Sport
  - e) Adherence to minimum, mandatory qualifications and/or certifications for key staff and leaders
  - f) Use of robust and legally sound contracts (i.e., employment agreements, contractor agreements, partnership agreements)
  - g) Improving role clarity through use of written position descriptions and committee terms of reference
  - h) Supervision and monitoring of staff, volunteers, programs and activities
  - i) Establishing and communicating procedures to handle concerns, complaints and disputes
  - j) Implementing schedules for regular review, maintenance, repair and replacement of equipment
  - k) Preparing procedures and protocols for emergency response and crisis management
  - l) Use of warnings, signage, participation agreements and waiver of liability agreements where warranted
  - m) Purchasing appropriate insurance coverage for all activities and reviewing regularly

### **Reporting and Communication**

13. To ensure that risk management remains a high priority within Canadian Women & Sport, and to promote an organizational culture that embraces a risk management perspective, risk management will be a standing item on the agenda of every regular Board meeting, so that the Chief Executive Officer and Directors can provide updates as required.
14. Canadian Women & Sport recognizes that communication is an essential part of risk management. This Policy and the Risk Management Process will be communicated to staff, the Board of Directors and Committees and Canadian Women & Sport will encourage all members to communicate to Canadian Women & Sport their risk management issues and concerns.

### **Insurance**

15. Canadian Women & Sport maintains a comprehensive insurance program that provides General Liability, Accident and Directors and Officers Errors and Omissions coverage to the directors, officers, staff, members, volunteers and sponsors of Canadian Women & Sport. On every review of this policy, Canadian Women & Sport will consult with the insurance provider to determine if there are any emerging gaps, issues, or deficiencies to be addressed through insurance renewal.
16. Not all risks are insurable. However, as part of its commitment to risk management, Canadian Women & Sport will take all reasonable steps to ensure that insurance coverage is available for those activities essential to the mission of Canadian Women & Sport.

### **Review and Amendments**

17. Review and amendments shall take place bi-annually, in consultation with staff, Board of Directors and subject-matter experts. The next review will take place in May 2022.

## CODE OF CONDUCT AND ETHICS

Canadian Women & Sport recognizes the recent development of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS). Since the UCCMS may continue to evolve in the foreseeable future, this *Code of Conduct and Ethics* incorporates the key elements of the current version (5.1) of the UCCMS. This will be reviewed as per the scheduled process.

### Definitions

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

- a) *"Representatives"* – Individuals employed by, or engaged in activities with, Canadian Women & Sport including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of Canadian Women & Sport
- b) *"Discrimination"* – Negative 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.
- c) *"Harassment"* – A course of vexatious comment or conduct against a Representative 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. Repeated offensive or intimidating emails, phone calls, 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. Pranks, hazing or practical jokes which endanger a person's safety, or may negatively affect performance;
  - vii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
  - viii. Deliberately excluding or socially isolating a person from a group, team or work-related social gatherings;
  - ix. Deliberately withholding information that would enable a person to do his or her job, perform or train;
  - x. Sabotaging someone else's work or performance;
  - xi. Gossiping or spreading malicious rumours;
  - xii. Persistent sexual flirtations, advances, requests, or invitations;
  - xiii. Physical or sexual assault;
  - xiv. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
  - xv. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.
  - xvi. 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
  - xvii. Retaliation or threats of retaliation against a person who reports harassment to Canadian Women & Sport.



- e) *"Maltreatment"* – A volitional act by a Representative that results in harm or the potential for physical or psychological harm to another Representative, and includes any of the following behaviours or conduct:
- i. Psychological Maltreatment: any pattern or single serious incident of deliberate conduct that has the potential to be harmful to the psychological well-being of a Representative. It includes:
    - a. Verbal Acts: verbally assaulting or attacking a Representative.
    - b. Non-assaultive Physical Acts (no physical contact): physically aggressive behaviours, 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 omission that deny attention and support or foster isolation.
  - ii. Physical Maltreatment: any pattern or single serious incident of deliberate conduct that has the potential to be harmful to the physical well-being of a Representative.
  - iii. Sexual Maltreatment: see *Sexual Harassment*.
  - iv. Grooming: includes, without limitation, deliberate conduct by a Representative to sexualize a relationship with a Minor.
  - v. Interference with or manipulation of process: any action taken by a Representative that directly or indirectly undermines the integrity of a process instituted pursuant to this Code or any other Canadian Women & Sport policy.
  - vi. Retaliation: any adverse action by a Representative against any other Representative for making a good faith report of possible violation of the *Code of Conduct and Ethics* or for participating in any process found in a Canadian Women & Sport policy. Retaliation does not include good-faith actions lawfully pursued in response to a report of possible violation of the Code.
  - vii. Aiding and Abetting: any act taken with the purpose of facilitating, promoting, or encouraging a violation of the *Code of Conduct and Ethics* by a Representative. Aiding and Abetting also includes, without limitation, knowingly:
    - a. allowing any Representative to violate the terms of their suspension or any other sanctions imposed.
    - b. Failure by an adult Representative to report actual or suspected Maltreatment of a Minor.
  - viii. Failure to report inappropriate conduct: any Representative who suspects or becomes aware of another Representative's inappropriate conduct, even if it is not defined in this policy, has a duty to report such inappropriate conduct to Canadian Women & Sport.
  - ix. Intentionally filing a false allegation: any individual shall not be considered to have filed a false allegation in cases where the allegation cannot be substantiated by supporting evidence but was nevertheless filed in good faith
- f) *"Minor"* – Any individual who is under the age of majority at the time and in the jurisdiction where the alleged Maltreatment has occurred. Adults are responsible for knowing the age of a minor.
- g) *"Sexual Harassment"* – A course of vexatious comment or conduct against an individual because of sex, sexual orientation, gender identify or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advance to the Individual and the person knows



or ought reasonably to know that the solicitation or advance is unwelcome. Types of behaviour that constitute Sexual Harassment include, but are not limited to:

- i. Sexist jokes;
  - ii. Threats, punishment, or denial of a benefit for refusing a sexual advance;
  - iii. Offering a benefit in exchange for a sexual favour;
  - iv. Demanding hugs;
  - v. Bragging about sexual ability;
  - vi. Leering (persistent sexual staring);
  - vii. Sexual assault;
  - viii. Display of sexually offensive material;
  - ix. Distributing sexually explicit messages or attachments such as pictures or video files;
  - x. Sexually degrading words used to describe an individual;
  - xi. Unwelcome inquiries into or comments about an individual's gender identity or physical appearance;
  - xii. Inquiries or comments about an individual's sex life;
  - xiii. Persistent, unwanted attention after a consensual relationship ends;
  - xiv. Persistent unwelcome sexual flirtations, advances, or propositions; and
  - xv. Persistent unwanted contact.
- h) *"Workplace"* - Any place where business or work-related activities are conducted. Workplaces include but are not limited to, Canadian Women & Sport's office, work-related social functions, work assignments outside Canadian Women & Sport's offices, work-related travel, and work-related conferences or training sessions.
- i) *"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. See the definition of *Harassment* for types of behaviour that constitute Workplace Harassment when they occur in the Workplace.
- j) *"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 Canadian Women & Sport's programs, activities, and events) by making Representatives aware that there is an expectation, at all times, of appropriate behaviour consistent with Canadian Women & Sport's core values. Canadian Women & Sport 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 Representatives' conduct during Canadian Women & Sport's business, activities, and events including, but not limited to, conferences, travel associated with Canadian Women & Sport's activities, Canadian Women & Sport's office environment, and any meetings.
- 4. A Representative who violates this Code may be subject to sanctions pursuant to Canadian Women & Sport's *Discipline and Appeal Policy*.
- 5. An employee of Canadian Women & Sport 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 Canadian Women & Sport event, will be subject to appropriate disciplinary action subject to the terms of Canadian Women & Sport's *Human Resources Policy* as well as the employee's Employment Agreement (if applicable).
- 6. This Code also applies to Representatives' conduct outside of Canadian Women & Sport's business, activities, and events when such conduct adversely affects relationships within Canadian Women & Sport (and its work environment) and is detrimental to the image and reputation of Canadian Women & Sport. Such applicability will be determined by Canadian Women & Sport at its sole discretion.

### **Responsibilities**

- 7. Representatives have a responsibility to:
  - d) Maintain and enhance the dignity and self-esteem of Canadian Women & Sport members and other individuals by:
    - i. Demonstrating respect to individuals regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability
    - ii. Focusing comments or criticism appropriately and avoiding public criticism of organizers, volunteers, employees, or members
    - iii. Consistently demonstrating ethical conduct
    - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory
    - v. Consistently treating individuals fairly and reasonably
  - e) Refrain from any behaviour that constitutes Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, Discrimination or any form of Maltreatment
  - f) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
  - g) Not consume cannabis in the Workplace or in any situation associated with Canadian Women & Sport's events (subject to any requirements for accommodation), not consume alcohol in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with Canadian Women & Sport's events

- h) Respect the property of others and not wilfully cause damage
- i) When driving a vehicle with an Individual:
  - 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
- j) Adhere to all federal, provincial, municipal and host country laws
- k) Comply, at all times, with Canadian Women & Sport's bylaws, policies, and procedures, as adopted and amended from time to time

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

8. In addition to section 7 (above), Canadian Women & Sport's Directors, Committee Members, and Staff will have additional responsibilities to:

- a) Function primarily as a Director or Committee Member of Canadian Women & Sport; 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 Canadian Women & Sport's business and the maintenance of Individuals' confidence
- c) Ensure that Canadian Women & Sport'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 Canadian Women & Sport
- 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 Canadian Women & Sport's activities 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 Canadian Women & Sport 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 Canadian Women & Sport governance documents
- m) Adhere to the bylaws and policies approved by Canadian Women & Sport

#### **Subjecting a Representative to Maltreatment**

9. It is a violation of this Code for any Representative to place another Representative in a situation that makes them vulnerable to Maltreatment.

#### **Review and Amendments**

10. Review and amendments shall take place bi-annually, in consultation with staff, Board of Directors and subject-matter experts. The next review will take place in May 2022.

## DISCIPLINE AND APPEAL POLICY

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Representatives*” – All categories of membership defined in Canadian Women & Sport’s Bylaws, as well as all individuals employed by, or engaged in activities with, Canadian Women & Sport including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of Canadian Women & Sport
  - b) “*Independent Case Manager*” – An individual appointed by Canadian Women & Sport to address complaints or appeals under this Policy. The Independent Case Manager shall not be a member of, or affiliated with, Canadian Women & Sport
  - c) “*Panel*” – shall be appointed at the discretion of the Independent Case Manager and consist of a single Arbitrator or a committee of three independent people, as determined by the Independent Case Manager, who are free from a conflict of interest
  - d) “*Days*” – Days including weekends and holidays
  - e) “*Complainant*” – The party submitting a complaint
  - f) “*Appellant*” – The party submitting an appeal
  - g) “*Respondent*” – The party responding to the complaint or appeal
  - h) “*Affected Party*” - Any individual or entity, as determined by the Independent Case Manager, who may be affected by a decision rendered under this Policy and who may have recourse to an appeal in their own right under this Policy

### Purpose

2. Representatives are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with Canadian Women & Sport’s policies, Bylaws, rules and regulations, and *Code of Conduct and Ethics*. Non-compliance may result in sanctions pursuant to this Policy.

### Application of this Policy

3. This Policy applies to all Representatives.
4. This Policy applies to matters that may arise during the course of Canadian Women & Sport’s business, activities, and events including, but not limited to, conferences, travel associated with Canadian Women & Sport activities, and any meetings.
5. This Policy also applies to Representatives’ conduct outside of Canadian Women & Sport’s business, activities, and events when such conduct adversely affects relationships within Canadian Women & Sport (and its work environment), is detrimental to the image and reputation of Canadian Women & Sport, or upon the acceptance of Canadian Women & Sport. Applicability will be determined by the Independent Case Manager.
6. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy.
7. An employee of Canadian Women & Sport who is a Respondent will be subject to appropriate disciplinary action per Canadian Women & Sport’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

8. Any individual may report an incident or complaint to Canadian Women & Sport or to the Independent Case Manager:

Brian Ward  
W&W Dispute Resolution  
[brianward@globalserve.net](mailto:brianward@globalserve.net)  
(613) 834-3632

9. At Canadian Women & Sport's discretion, Canadian Women & Sport may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, Canadian Women & Sport will identify an individual to represent Canadian Women & Sport.
10. Complaints or incident reports should be made in writing and the person making the report may contact the Independent Case Manager for direction. The Independent Case Manager may accept any report, in writing or not, at their sole discretion.

### **Receiving a Complaint**

11. The Independent Case Manager may determine that the alleged incident may constitute Workplace Harassment or Workplace Violence. In this case, the Complainant will be directed to file the complaint under the terms of the *Workplace Harassment and Workplace Violence Policy*.
12. The Independent Case Manager may determine that the alleged incident requires investigation. In this case, the Independent Case Manager may appoint an Investigator. The Investigator must be an independent third-party skilled in investigating. The Investigator must not be in a conflict of interest situation and should have no connection to either party.
13. 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.
14. Following the investigation, the investigator will provide an investigator's report to the Independent Case Manager who will disclose it to Canadian Women & Sport and to others as necessary, per his or her discretion, to assist in the decision-making on the reported complaint. The Investigator's Report 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 could be considered Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, or Abuse, or a breach of a governing document including, but not limited to, the *Code of Conduct and Ethics*.
15. Upon receipt of a complaint, the Independent Case Manager has a responsibility to:
  - a) Determine whether the complaint is frivolous, and/or not within the jurisdiction of this Policy, and therefore dismissed (this decision is not appealable);
  - b) Propose to resolve the complaint by alternate dispute resolution;
  - c) Determine if an investigation is required; and/or

- d) Choose which process should be followed, and may use the following examples as a general guideline:

Process #1 - the Complaint alleges the following incidents:

- i. Disrespectful, abusive, racist, or sexist comments or behaviour
- ii. Disrespectful conduct
- iii. Minor incidents of violence (e.g., tripping, pushing, elbowing)
- iv. Conduct contrary to the values of Canadian Women & Sport
- v. Non-compliance with Canadian Women & Sport's policies, procedures, rules, or regulations
- vi. Minor violations of the *Code of Conduct and Ethics*

Process #2 - the Complaint alleges the following incidents:

- i. Repeated minor incidents
- ii. Any incident of hazing
- iii. Behaviour that constitutes harassment, sexual harassment, or sexual misconduct
- iv. Major incidents of violence (e.g., fighting, attacking, sucker punching)
- v. Pranks, jokes, or other activities that endanger the safety of others
- vi. Conduct that intentionally damages Canadian Women & Sport's image, credibility, or reputation
- vii. Consistent disregard for Canadian Women & Sport's bylaws, policies, rules, and regulations
- viii. Major or repeated violations of the *Code of Conduct and Ethics*
- ix. Intentionally damaging Canadian Women & Sport property, committing financial misconduct (i.e., fraud), or improperly handling Canadian Women & Sport monies
- x. Abusive use of alcohol, any use or possession of alcohol by minors, or use or possession of illicit drugs and narcotics
- xi. A conviction for any *Criminal Code* offense
- xii. Any possession or use of banned performance enhancing drugs or methods

### **Process #1: Handled by Independent Case Manager**

#### Sanctions

16. Following the determination that the complaint or incident should be handled under Process #1, the Independent Case Manager will review the submissions related to the complaint or incident, including the Investigator's Report (if applicable), and determine one or more of the following sanctions:
- a) Verbal or written reprimand
  - b) Verbal or written apology
  - c) Service or other contribution to Canadian Women & Sport
  - d) Removal of certain privileges
  - e) Suspension from certain events and/or activities
  - f) Suspension from all Canadian Women & Sport activities for a designated period of time
  - g) Any other sanction considered appropriate for the offense
17. The Independent Case Manager will inform the Respondent of the sanction, which will take effect immediately.
18. Records of all sanctions will be maintained by Canadian Women & Sport.

#### Request for Reconsideration

19. If there is no sanction, the Complainant may contest the non-sanction by informing Independent Case Manager, within five (5) days of receiving the decision, that the Complainant is not satisfied with the decision. The initial complaint or incident will then be handled under Process #2 of this Policy.



20. If there is a sanction, the sanction may not be appealed until the completion of a request for reconsideration. However, the Respondent may contest the sanction by submitting a Request for Reconsideration within five (5) days of receiving the sanction. In the Request for Reconsideration, the Respondent must indicate:
- a) Why the sanction is inappropriate;
  - b) Summary of evidence that the Respondent will provide to support the Respondent's position; and
  - c) What penalty or sanction (if any) would be appropriate.
21. Upon receiving a Request for Reconsideration, the Independent Case Manager may decide to accept or reject the Respondent's suggestion for an appropriate sanction.
22. Should the Independent Case Manager accept the Respondent's suggestion for an appropriate sanction, that sanction will take effect immediately.
23. Should the Independent Case Manager not accept the Respondent's suggestion for an appropriate sanction, the initial complaint or incident will be handled under Process #2 of this Policy.

**Process #2: Handled by Panel**

Case Manager

24. Following the determination that the complaint or incident should be handled under Process #2, the Independent Case Manager will oversee management and administration of the complaint or incident.
25. The Independent Case Manager has a responsibility to:
- a) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy
  - b) Propose to resolve the complaint using alternate dispute resolution
  - c) Work with the investigator, if appointed, to receive the investigator's report
  - d) Appoint the Panel, if necessary
  - e) Coordinate all administrative aspects and set timelines
  - f) Provide administrative assistance and logistical support to the Panel as required
  - g) Provide any other service or support that may be necessary to ensure a fair and timely proceeding
26. The Independent Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
27. After notifying the Parties that the complaint has been accepted, the Independent Case Manager may propose using alternate dispute resolution with the objective of resolving the dispute. 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. 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. Any negotiated decision will be binding on the parties. Negotiated decisions may not be appealed.
28. If the dispute is not resolved via alternate dispute resolution, the Independent Case Manager will appoint a Panel to hear the complaint. In extraordinary circumstances, and at the discretion of the Independent Case Manager, a Panel may be extended to a committee of three independent people appointed to hear the complaint. In this event, the Independent Case Manager will appoint one of the Panel's members to serve as the Chair.

29. The Independent Case Manager, in cooperation with the Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing may be 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 Independent Case Manager and the 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 Panel consider will be provided to all Parties, through the Independent Case Manager, in advance of the hearing
  - c) The Parties may engage a representative, advisor, or legal counsel at their own expense
  - d) The Panel may request that any other individual participate and give evidence at the hearing
  - e) The 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 Panel
30. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Panel will determine the appropriate sanction. The Panel may still hold a hearing for the purpose of determining an appropriate sanction.
31. The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.
32. 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.
33. In fulfilling its duties, the Panel may obtain independent advice.

#### Decision

34. After hearing and/or reviewing the matter, the 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 Panel's written decision, with reasons, will be distributed to all Parties, the Independent Case Manager, and Canadian Women & Sport. 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 before the end of the fourteen (14) day period. The decision will be considered a matter of public record unless decided otherwise by the Panel.

#### Sanctions

35. The Panel may apply the following disciplinary sanctions, singularly or in combination:
- a) Verbal or written reprimand
  - b) Verbal or written apology
  - c) Service or other contribution to Canadian Women & Sport
  - d) Removal of certain privileges
  - e) Suspension from certain events and/or activities
  - f) Suspension from all Canadian Women & Sport activities for a designated period of time
  - g) Payment of the cost of repairs for property damage
  - h) Suspension of funding from Canadian Women & Sport or from other sources
  - i) Expulsion from Canadian Women & Sport
  - j) Any other sanction considered appropriate for the offense



36. Unless the Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Panel will result in an automatic suspension until such time as compliance occurs.
37. Records of all decisions will be maintained by Canadian Women & Sport.

#### Appeals

38. A decision made by a Panel on a complaint may be appealed. Decisions made by Canadian Women & Sport related to conflict of interest and membership may also be appealed. A party that wishes to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to Canadian Women & Sport, 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 one hundred dollars (\$100), which will be refunded if the appeal is successful
39. 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)
40. The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.
41. Canadian Women & Sport will appoint an Independent Case 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
42. 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 and administration fee will not be refunded.
43. If the Independent Case Manager is satisfied there are sufficient grounds for an appeal, the Independent Case Manager will appoint a Panel which shall consist of a single Arbitrator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Independent Case Manager, a

Panel of three persons may be appointed to hear the appeal. In this event, the Independent Case Manager will appoint one of the Panel's members to serve as the Chair. The Panel will be free from bias and conflict of interest.

44. The appeal hearing will have a format as determined by the Panel and the Independent Case Manager and may be similar in format to hearings on complaints. The Independent Case Manager will engage with Canadian Women & Sport to determine if there are any Affected Parties that should participate in the appeal hearing.
45. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) 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
46. The decision of the Panel will be binding on the Parties and on all Canadian Women & Sport's Representatives; subject to the right of any Party to seek a review of the Panel's decision pursuant to the rules of the Sport Dispute Resolution Centre of Canada (SDRCC).

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

47. The Independent Case Manager may determine that an alleged incident is of such seriousness as to warrant suspension of an Individual pending completion of a criminal process, the hearing, or a decision of the Panel.

#### **Criminal Convictions**

48. A Representative's conviction for a *Criminal Code* offense, as determined by Canadian Women & Sport, will be deemed an infraction under this Policy and will result in expulsion from Canadian Women & Sport. *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

#### **Confidentiality**

49. The discipline process and appeals process are confidential and involve only Canadian Women & Sport, the Parties, the Independent Case 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 relating to the discipline or appeal to any person not involved in the proceedings.

#### **Timelines**

50. 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 Panel may direct that these timelines be revised.

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

51. 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.

**Review and Amendments**

52. Review and amendments shall take place bi-annually, in consultation with the Board of Directors and subject-matter experts. The next review will take place in May 2022.