



## POLICY MANUAL

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Abuse	May 11, 2020	January 15, 2023	January 15, 2023
Discipline and Complaints	May 11, 2020	January 15, 2023	January 15, 2023
Dispute Resolution	May 11, 2020	January 15, 2023	January 15, 2023
Appeal	May 11, 2020	January 15, 2023	January 15, 2023
Whistleblower	May 11, 2020	January 15, 2023	January 15, 2023
Event Discipline	May 11, 2020	January 15, 2023	January 15, 2023
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Confidentiality	May 11, 2020	January 15, 2023	January 15, 2023
Diversity, Equity and Inclusion	May 11, 2020	January 15, 2023	January 15, 2023
Travel	May 11, 2020	January 15, 2023	January 15, 2023
Financial	May 11, 2020	January 15, 2023	January 15, 2023
Privacy	May 11, 2020	January 15, 2023	January 15, 2023
Impairment and Accommodation	May 11, 2020	January 15, 2023	January 15, 2023
Concussion	May 11, 2020	January 15, 2023	January 15, 2023
Human Resources	May 11, 2020	January 15, 2023	January 15, 2023
Volunteer Agreement Template	May 11, 2020	January 15, 2023	January 15, 2023
Crisis Communication Plan	May 11, 2020	January 15, 2023	January 15, 2023
Competition Manipulation Policy	August 2022	August 2022	
Governance Policy	August, 2022	August 2022	
Trans-Inclusive Policy	August, 2022	August 2022	

## CODE OF CONDUCT AND ETHICS

*Racquetball Canada (the “Organization”) has adopted the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (“UCCMS”) (provided as **Appendix A**) which shall be incorporated into this Code by reference as if set out in full herein. Any modifications or amendments made to the UCCMS by the Sport Dispute Resolution Centre of Canada (“SDRCC”) shall come into effect immediately and automatically upon their adoption by the SDRCC, without the need for any further action by the Organization.*

*The Organization is a Program Signatory of the Office of the Sport Integrity Commissioner (the “OSIC”), as of January 15, 2023 (the “Effective Date”).*

*The Organization has designated specific Organizational Participants within the organization as UCCMS Participants. A full list of designated individuals is available by contacting [execdirector@racquetballcanada.ca](mailto:execdirector@racquetballcanada.ca)*

*It is important to note that the Code applies to all Organizational Participants, **but not all Organizational Participants are UCCMS Participants** and subject to the complaint process under the OSIC.*

### Definitions

1. Terms in this code are defined as follows:

- a) **Athlete** An individual who is an Athlete Participant in the Organization who is subject to the policies of the Organization and to this Code.
- b) **Athlete Support Personnel** - Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating or assisting an Athlete participating in or preparing for sports competition.
- c) **Bullying** – Offensive behaviour and/or abusive treatment of an Organizational Participant that typically, but not always, involves an abuse of power.
- d) **Event** – an event sanctioned by the Organization or a Member, and which may include a social Event
- e) **Harassment** – A vexatious comment (or comments) or conduct against an Organizational Participant or group, regardless of whether the comment or conduct occurs in person or via any other media, including social media, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:
  - i. Written or verbal Abuse, threats, or outbursts;
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
  - iii. Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
  - iv. Leering or other suggestive or obscene gestures;
  - v. Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
  - vi. Practical jokes which endanger a person’s safety, or which may negatively affect performance;
  - vii. Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking individual by a more senior individual, which does not contribute to either individual’s positive development, but is required to be accepted as part of a

- team or group, regardless of the junior-ranking individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
- viii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
  - ix. Deliberately excluding or socially isolating a person from a group or team;
  - x. Persistent sexual flirtations, advances, requests, or invitations;
  - xi. Physical or sexual assault;
  - xii. Behaviours such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and
  - xiii. Retaliation or threats of retaliation against a person who Reports harassment to the Organization.
- f) **Member** – Refers to the provincial/territorial organizations that are admitted as Members of the Organization per the Organization's By-laws.
  - g) **Organization** – Racquetball Canada.
  - h) **OSIC** – Office of the Sport Integrity Commissioner, an independent division of the Sport Dispute Resolution Centre of Canada (SDRCC) which comprises the functions of the Sport Integrity Commissioner
  - i) **Organizational Participant** – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
  - j) **Person in Authority** – Any Organizational Participant who holds a position of authority within the Organization including, but not limited to, coaches, instructors, officials, managers, support personnel, chaperones, committee members, and Directors and Officers.
  - k) **Power Imbalance** – As defined in the UCCMS
  - l) **Report** – As defined in the UCCMS
  - m) **UCCMS** – Universal Code of Conduct to prevent and address Maltreatment in Sport, as amended from time to time by the SDRCC
  - n) **UCCMS Participant** – An Organizational Participant affiliated with the Organization who has been a) designated by the Organization and b) who has signed the required consent form. UCCMS Participants may include an athlete, a coach, an official, an athlete support personnel, an employee, a contractual worker, an administrator, or a volunteer acting on behalf of, or representing the Organization in any capacity.
  - o) **Workers** – all individuals who perform work for the Organization including employees, managers, supervisors, temporary workers, volunteers, student volunteers, part-time workers, and independent contractors.
  - p) **Workplace** – Any place where business or work-related activities are conducted. Workplaces include but are not limited to, the registered office(s), work-related social functions, work assignments outside the registered office(s), work-related travel, the training and competition environment, and work-related conferences or training sessions.

- q) **Workplace Harassment** – A course of vexatious comment or conduct against an Organizational Participant 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.
- r) **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.

## **Purpose**

- 2. The purpose of this Code is to ensure a safe and positive environment within the programs, activities, and Events of the Organization and its Members by making all Organizational Participants aware that there is an expectation, at all times, of appropriate behaviour consistent with the Organization's core values, mission, and policies.
- 3. The Organization and its Members supports equal opportunity, prohibit discriminatory practices, and are committed to providing an environment in which all individuals can safely participate in sport and are treated with respect and fairness.

## **Application - General**

- 4. This Code applies to the conduct of all Organizational Participants during the business, activities, and Events of the Organization and its Members including, but not limited to competitions, practices, evaluations, treatment, or consultations (e.g., massage therapy), training camps, travel associated with organizational activities, the office environment, and any meetings.
- 5. This Code also applies to the conduct of all Organizational Participants outside of the business, activities, and Events of the Organization and its Members when such conduct adversely affects the Organization's relationships (and the work and sport environment) or is detrimental to the image and reputation of the Organization or a Member. Such applicability will be determined by the Organization or a Member, as applicable, at its sole discretion.
- 6. This Code applies to Organizational Participants active in the sport or who have retired from the sport where any claim regarding a potential breach of this Code occurred when the Organizational Participant was active in the sport.
- 7. However, notwithstanding anything to the contrary contained herein or in the OSIC's policies and procedures, all incidents of Maltreatment involving Workers, may also be addressed pursuant to the processes set out in any applicable workplace policy. For greater certainty, where an allegation of misconduct is alleged to be a breach of a workplace policy and of the UCCMS, the matter may be referred for handling under the policies and procedures of the OSIC, provided the Worker is a UCCMS Participant, in addition to any applicable workplace policy.

## **Prohibited Behaviours**

- 8. All Organizational Participants must refrain from any behaviour that constitutes a Prohibited Behaviour as defined by the UCCMS and the Code.

9. Organizational Participants are responsible for knowing what actions or behaviours are Prohibited Behaviours and/or Maltreatment.

10. Prohibited Behaviours under the UCCMS include, but are not limited to:

- a) Physical Maltreatment
- b) Psychological Maltreatment
- c) Neglect
- d) Sexual Maltreatment
- e) Grooming
- f) Boundary Transgressions
- g) Discrimination
- h) Failing to Report
- i) Aiding and Abetting
- j) Retaliation
- k) Interference with or Manipulation of Process
- l) False Reports
- m) Bullying
- n) Harassment
- o) Workplace Harassment
- p) Workplace Violence

11. In addition to the Prohibited Behaviours as defined by the UCCMS, this Code sets out other expected standards of behaviour and conduct for all Organizational Participants and any failure to respect these expected standards of behaviour by an Organizational Participants may constitute a breach of this Code. In addition, the following behaviours also constitute breaches of this Code

- a) Bullying
- b) Harrassment
- c) Workplace Harrassment
- d) Workplace Violence

## **Responsibilities of Organizational Participants**

12. All Organizational Participants have a responsibility to:

- a) Refrain from any behaviour that constitutes Maltreatment or Prohibited Behaviour under this Code or the UCCMS.
- b) Maintain and enhance the dignity and self-esteem of other Organizational Participants by
  - i. Treating each other with fairness, honesty, respect and integrity;
  - ii. Focusing comments or criticism appropriately and avoiding public criticism of Athletes, coaches, officials, organizers, volunteers, employees, or other Organizational Participants;
  - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct; and
  - iv. Ensuring adherence to the rules of the sport and the spirit of those rules.
- c) Refrain from the use of power or authority to coerce another person to engage in inappropriate activities.
- d) Refrain from consuming tobacco products, cannabis, or recreational drugs while participating in a competition.
- e) In the case of Minors, not consume alcohol, tobacco, or cannabis at any competition.
- f) In the case of individuals who are not Minors, take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations.
- g) When driving a vehicle with or without other Organizational participants at a practice, competition, or event:
  - i. Have a valid driver's license;
  - ii. Obey traffic laws;
  - iii. Not be under the influence of alcohol or illegal drugs or substances;
  - iv. Have valid car insurance; and
  - v. Refrain from engaging in any activity that would constitute distracted driving.
- h) Respect the property of others and not wilfully cause damage.
- i) Promote sport in the most constructive and positive manner possible.
- j) Refrain from engaging in deliberate behaviour which is intended to manipulate the outcome of a competition and/or not offer, receive or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a competition. A benefit includes the direct or indirect receipt of money or other anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages.
- k) Adhere to all applicable federal, provincial/territorial, municipal and host country laws.
- l) Comply with the bylaws, policies, procedures, rules, and regulations of the Organization and its Members, as applicable, and as adopted and amended from time to time.

**Directors, Committee Members, and Employees**

13. In addition to section D (above), Directors, Committee Members, and employees of the Organization and its Members have additional responsibilities to:
- a) Function primarily as a Director, committee member or employee of the Organization or the Member (as applicable) and ensure to prioritize their duty of loyalty to Organization or the Member (and not to any other organization or group) while acting in this role.
  - b) Ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities.
  - c) Comply with their obligations under the *Screening Policy*, including UNDERSTANDING ongoing expectations under the *Screening Policy* and fully cooperating in the screening process.
  - d) Conduct themselves openly, professionally, lawfully and in good faith.
  - e) Be independent and impartial and not let self-interest, outside pressure, expectation of reward, or fear of criticism influence their decision-making on behalf of the Organization or the Member.
  - f) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws.
  - g) Maintain required confidentiality of organizational information.
  - h) When acting as a Director or Committee Member, respect the decisions of the majority (the Board or a Committee, as applicable) and resign if unable to do so.
  - i) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings.
  - j) Have a thorough knowledge and understanding of all governance documents.

#### **Athlete Support Personnel**

14. In addition to section D (above), Athlete Support Personnel have many additional responsibilities.
15. Athlete Support Personnel must understand and respect the inherent Power Imbalance that exists in their relationship with Athletes and must be extremely careful not to abuse it, either consciously or unconsciously.
16. Athlete Support Personnel will:
- a) Avoid any behaviour that abuses the Power Imbalance inherent in the position of the Athlete Support Personnel.
  - b) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the Athletes.
  - c) Prepare Athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm Athletes.
  - d) Support the Athlete Support Personnel of a training camp, provincial/territorial team, or national team, should an Athlete qualify for participation with one of these programs.



- e) Accept and promote Athletes' personal goals and refer Athletes to other coaches and sport specialists as appropriate.
- f) Provide Athletes (and the parents/guardians of Minor Athletes) with the information necessary to be involved in the decisions that affect the Athlete.
- g) Act in the best interest of the Athlete's development as a whole person.
- h) Comply with their obligations under the *Screening Policy*, including UNDERSTANDING ongoing expectations under this *Policy* and fully cooperating in the screening process.
- i) Report any ongoing criminal or anti-doping investigation, conviction, or existing bail conditions to the Organization or a Member (as applicable), including those for violence, child pornography, or possession, use, or sale of any illegal or prohibited substance or method
- j) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or prohibited substances or prohibited methods and, in the case of Minors, alcohol, cannabis, and/or tobacco.
- k) When acting as a coach, respect Athletes competing for other jurisdictions and, in dealings with them, not encroach upon topics or take actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the Athletes.
- l) When a Power Imbalance exists, not engage in a sexual or intimate relationship with an Athlete of any age
- m) Disclose to the Organization or the Member (as applicable) any sexual or intimate relationship with an Athlete over the age of majority and, if requested by the Organization, immediately discontinue any coaching involvement with that Athlete
- n) Avoid compromising the present and future health of Athletes by communicating and cooperating with sport science and sport medicine professionals in the diagnosis, treatment, and management of Athletes' medical and psychological treatments, including when discussing optimal nutritional strategies or weight control methods for junior-aged Athletes and above (18 + years of age). Dieting and other weight control methods are not permitted for Athletes 17 years of age and younger.
- o) Recognize the power inherent in the position of Athlete Support Personnel and respect and promote the rights of all Organizational Participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Athlete Support Personnel have a special responsibility to respect and promote the rights of Organizational Participants who are in a vulnerable or dependent position and less able to protect their own rights.
- p) Dress appropriately.
- q) Use inoffensive language and take into account the audience being addressed (e.g., the age/maturity of the individuals).

## **Athletes**

17. In addition to section D (above), Athletes have additional responsibilities to:

- a) Follow their Athlete Agreement (if applicable).

- b) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete.
- c) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations.
- d) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason.
- e) Adhere to any rules and requirements regarding clothing, professionalism, and equipment.
- f) Act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by Athlete Support Personnel.

## **Officials**

18. In addition to section D (above), officials have additional responsibilities to:

- a) Maintain and update their knowledge of the rules and rules changes.
- b) Not publicly criticize other Organizational Participants.
- c) Adhere at all times to the rules of their international federation and any other sport organization that has relevant and applicable authority.
- d) Place the safety and welfare of competitors, and the fairness of the competition above all else.
- e) Strive to provide a fair sporting environment, and at no time engage in Maltreatment of any person on the field of play.
- f) Respect the terms of any agreement that they enter into with the Organization or a Member, as applicable.
- g) Work within the boundaries of their position's description while supporting the work of other officials.
- h) Act as an ambassador of the sport by agreeing to enforce and abide by national and provincial/territorial rules and regulations.
- i) Take ownership of actions and decisions made while officiating.
- j) Respect the rights, dignity, and worth of all Organizational Participants.
- k) Act openly, impartially, professionally, lawfully, and in good faith.
- l) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others.
- m) Respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about Organizational Participants.
- n) Comply with their obligations under the *Screening Policy*, including UNDERSTANDING ongoing expectations under this *Policy* and fully cooperating in the screening process.

- o) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform a supervisor or the Organization or a Member, as applicable, at the earliest possible time.
- p) When writing reports, set out the facts to the best of their knowledge and recollection.
- q) Dress in appropriate attire for officiating.

### **Parents/Guardians and Spectators**

19. In addition to section D (above), parents/guardians and spectators at Events will:

- a) Encourage Athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence.
- b) Condemn the use of violence in any form.
- c) Never ridicule an Organizational Participant for making a mistake during a competition or practice.
- d) Respect the decisions and judgments of officials and encourage Athletes to do the same.
- e) Support all efforts to stop and prevent verbal and physical abuse, coercion, intimidation, and excessive sarcasm.
- f) Respect and show appreciation to all competitors, and to coaches, officials and other volunteers.
- g) Never harass competitors, Athlete Support Personnel, officials, parents/guardians, or other spectators.
- h) Never encourage, aid, covert up or assist an Athlete in cheating through doping, competition manipulation or other cheating behaviour.

### **Members**

20. Members must:

- a) Adhere to all the Organization's governing documents and, when required, amend their own rules to comply or align with those of the Organization.
- b) Pay all required dues and fees by the prescribed deadlines.
- c) When required, ensure that all Athletes and Athlete Support Personnel participating in sanctioned competitions and Events of the Organization are registered and in good standing.
- d) Appropriately screen prospective employees to help ensure Athletes have a healthy and safe sport environment.
- e) Ensure that any possible or actual misconduct is investigated promptly and thoroughly.
- f) Impose appropriate disciplinary or corrective measures when misconduct has been substantiated.
- g) Advise the Organization immediately of any situation where a complainant has publicized a complaint in the media (including social media).

- h) Provide the Organization with a copy of all decisions rendered pursuant to the organization's policies for complaints and appeals.
- i) Implement and enforce any decisions and disciplinary sanctions imposed pursuant to the discipline process of the Organization or any other Member, as applicable.

## **Anti-Doping**

21. The Organization and its Members adopt and adhere to the Canadian Anti-Doping Program. The Organization and its Members will respect any sanction imposed on an Organizational Participant as a result of a breach of the [Canadian Anti-Doping Program](#) or any other applicable Anti-Doping Rules.
22. All Organizational Participants shall:
- a) Abstain from the non-medical use of medications or drugs or the use of Prohibited Substances or Prohibited Methods as listed on the version of the World Anti-Doping Agency's Prohibited List currently in force.
  - b) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision, who has been found to have committed an anti-doping rule violation and is serving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program or any other applicable anti-doping rules.
  - c) Cooperate with any Anti-Doping Organization that is conducting an investigation into any anti-doping rule violation(s).
  - d) Refrain from any offensive conduct toward a Doping Control official or other individual involved in Doping Control, whether or not such conduct constitutes Tampering as defined in the Canadian Anti-Doping Program.
23. All Athlete Support Personnel or other Persons who are Using a Prohibited Substance or Prohibited Method without a valid and acceptable justification shall refrain from providing support to Athletes that fall under the Organization's or a Member's jurisdiction, as applicable.

<sup>1</sup> Any capitalized terms used in this Anti-Doping section shall, unless the context requires otherwise, have the meanings ascribed to them in the Definitions section of the Canadian Anti-Doping Program.

## **Retaliation, Retribution or Reprisal**

24. It is a breach of this *Code of Conduct and Ethics* for any Organizational Participant to engage in any act that threatens or seeks to intimidate another individual with the intent of discouraging that individual from filing, in good faith, a Report pursuant to any policy of the Organization. It is also a breach of this *Code of Conduct and Ethics* for an individual to file a Report for the purpose of retaliation, retribution or reprisal against any other individual. Any individual found to be in breach of this section shall be liable for the costs related to the disciplinary process required to establish such a breach.

## **Privacy**

25. The collection, use and disclosure of any personal information pursuant to this Policy is subject to the *Privacy Policy*.



## ABUSE POLICY

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Abuse”* – Child/Youth Abuse or Vulnerable Adult Abuse as described in this Policy;
  - b) *“Organizational Participant”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers;
  - c) *“Person in Authority”* – An Organizational Participant who holds a position of authority within Racquetball Canada including, but not limited to, coaches, managers, support personnel, chaperones, and Directors;
  - d) *“Member”* – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada;
  - e) *“Vulnerable Individuals”* – Includes Children / Youth (minors) and Vulnerable Adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority).

### Purpose

2. Racquetball Canada is committed to a sport environment free from abuse. The purpose of this Policy is to stress the importance of that commitment by educating Individuals about abuse, outlining how Racquetball Canada will work to prevent abuse, and how abuse or suspected abuse can be reported to and addressed by Racquetball Canada.

### Zero Tolerance Statement

3. Racquetball Canada has zero tolerance for any type of abuse. Organizational Participants are required to report instances of abuse or suspected abuse to Racquetball Canada to be immediately addressed under the terms of the applicable policy.

### Education – What is Abuse

4. Vulnerable Individuals can be abused in different forms.
5. The following description of Child / Youth Abuse has been modified and adapted from Ecclesiastical’s *Guidelines for Developing a Safety & Protection Policy for Children / Youth / Vulnerable Adults* [1]:

#### *Child / Youth Abuse*

6. “Child abuse” refers to the violence, mistreatment or neglect that a child or adolescent may experience while in the care of someone they depend on or trust. There are many different forms of abuse and a child may be subjected to more than one form:
  - a) **Physical abuse** involves single or repeated instances of deliberately using force against a child in such a way that the child is either injured or is at risk of being injured. Physical abuse includes beating, hitting, shaking, pushing, choking, biting, burning, kicking or assaulting a child with a weapon. It also includes holding a child under water, or any other dangerous or harmful use of force or restraint.
  - b) **Sexual abuse** and exploitation involve using a child for sexual purposes. Examples of child sexual abuse include fondling, inviting a child to touch or be touched sexually, intercourse, rape, incest, sodomy, exhibitionism, or involving a child in prostitution or pornography.
  - c) **Neglect** is often chronic, and it usually involves repeated incidents. It involves failing to provide what a child needs for his or her physical, psychological or emotional development and well being. For example,

neglect includes failing to provide a dependent child with food, clothing, shelter, cleanliness, medical care, or protection from harm.

- d) **Emotional abuse** involves harming a child's sense of self-worth. It includes acts (or omissions) that result in, or place a child at risk of, serious behavioural, cognitive, emotional, or mental health problems. For example, emotional abuse may include aggressive verbal threats, social isolation, intimidation, exploitation, or routinely making unreasonable demands. It also includes exposing the child to violence.

7. An abuser may use a number of different tactics to gain access to children, exert power and control over them, and prevent them from telling anyone about the abuse or seeking support. The abuse may happen once, or it may occur in a repeated and escalating pattern over a period of months or years. The abuse may change form over time.

8. Abuse of children or youth in sport can include emotional maltreatment, neglect, and physical maltreatment.

- a) **Emotional Maltreatment** – A Person in Authority's failure to provide a developmentally-appropriate and supportive environment. Emotional abuse is at the foundation of all other forms of maltreatment (sexual, physical and neglect). In sports, this conduct has the potential to cause emotional or psychological harm to an athlete when it is persistent, pervasive or patterned acts (i.e., yelling at an athlete once does not constitute maltreatment). Examples of emotional maltreatment include:

- i. Refusal to recognize an athlete's worth or the legitimacy of an athlete's needs (including complaints of injury/pain, thirst or feeling unwell);
- ii. Creating a culture of fear, or threatening, bullying or frightening an athlete;
- iii. Frequent name-calling or sarcasm that continually "beats down" an athlete's self-esteem;
- iv. Embarrassing or humiliating an athlete in front of peers;
- v. Excluding or isolating an athlete from the group;
- vi. Intentionally withholding attention;
- vii. Encouraging an athlete to engage in destructive and antisocial behaviour, reinforcing deviance, or impairing an athlete's ability to behave in socially appropriate ways;
- viii. Over-pressuring; whereby the Person in Authority imposes extreme pressure upon the athlete to behave and achieve in ways that are far beyond the athlete's capabilities;
- ix. Verbally attacking an athlete personally (e.g., belittling them or calling them worthless, lazy, useless, fat or disgusting);
- x. Routinely or arbitrarily excluding athletes from practice;
- xi. Using conditioning as punishment;
- xii. Throwing sports equipment, water bottles or chairs at, or in the presence of, athletes;
- xiii. Body shaming – making disrespectful, hurtful or embarrassing comments about an athlete's physique.

- b) **Neglect** - acts of omission (i.e., the Person in Authority should act to protect the health/well-being of an athlete but does not). Examples of neglect include:

- i. Isolating an athlete in a confined space or stranded on equipment, with no supervision, for an extended period;
- ii. Withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep;
- iii. Ignoring an injury;
- iv. Knowing about abuse of an athlete but failing to report it.

- c) **Physical Maltreatment** - involves contact or non-contact behaviour that can cause physical harm to an athlete. It also includes any act or conduct described as physical abuse or misconduct (e.g., child abuse, child neglect and assault). Almost all sport involves strenuous physical activity. Athletes regularly push themselves to the point of exhaustion. However, any activity that physically harms an athlete—such as extreme disciplinary actions or punishment—is unacceptable. Physical maltreatment can extend to seemingly unrelated areas including inadequate recovery times for injuries and restricted diet. Examples of physical maltreatment include:

- i. Punching, beating, biting, striking, choking or slapping an athlete;
  - ii. Intentionally hitting an athlete with objects or sporting equipment;
  - iii. Providing alcohol to an athlete under the legal drinking age;
  - iv. Providing illegal drugs or non-prescribed medications to any athlete;
  - v. Encouraging or permitting an athlete to return to play prematurely or without the clearance of a medical professional, following a serious injury (e.g., a concussion);
  - vi. Prescribed dieting or other weight-control methods without regard for the nutritional well-being and health of an athlete;
  - vii. Forcing an athlete to assume a painful stance or position for no athletic purpose, or excessive repetition of a skill to the point of injury;
  - viii. Using excessive exercise as punishment (e.g., stretching to the point of causing the athlete to cry, endurance conditioning until the athlete vomits).
- d) **Grooming** - a slow gradual and escalating process of building comfort and trust with an athlete and/or their parents/guardian that is often very difficult to recognize. The process allows for inappropriate conduct to become normalized. It is often preceded by building confidence and comfort that an individual can be trusted with the care of the athlete. Examples of grooming include:
- i. Nudity or exposure of genitals in the presence of an athlete;
  - ii. Sexually oriented conversation or discussions about personal sexual activities;
  - iii. Excessive discussions about a coach's personal life outside of coaching (i.e., family, work, medical challenges);
  - iv. Spending time with an individual athlete and/or their family outside of team activities;
  - v. Excessive gift-giving to an individual athlete;
  - vi. Socially isolating an athlete;
  - vii. Restricting an athlete's privacy;
  - viii. Providing drugs, alcohol or tobacco to an athlete;
  - ix. Becoming overly-involved in an athlete's personal life;
  - x. Making sexual or discriminatory jokes or comments to an athlete;
  - xi. Displaying material of a sexual nature in the presence of an athlete;
  - xii. Mocking or threatening an athlete;
  - xiii. Putting a coach's needs above needs of an athlete and/or going to an athlete to have a coach's needs met.

9. Importantly, emotional and physical maltreatment does not include professionally-accepted coaching methods (per the NCCP) of skill enhancement, physical conditioning, team building, discipline, or improving athletic performance.

10. Potential warning signs of abuse of children or youth can include[2][3]:

- a) Recurrent unexplained injuries;
- b) Alert behaviour; child seems to always be expecting something bad to happen;
- c) Often wears clothing that covers up their skin, even in warm weather;
- d) Child startles easily, shies away from touch or shows other skittish behaviour;
- e) Constantly seems fearful or anxious about doing something wrong;
- f) Withdrawn from peers and adults;
- g) Behavior fluctuates between extremes (e.g., extremely cooperative or extremely demanding);
- h) Acting either inappropriately beyond their age (like an adult; taking care of other children) or inappropriately younger than their age (like an infant; throwing tantrums);
- i) Acting out in an inappropriate sexual way with toys or objects;
- j) New adult words for body parts and no obvious source;
- k) Self-harm (e.g., cutting, burning or other harmful activities),
- l) Not wanting to be alone with a particular child or young person.



### *Vulnerable Adult Abuse*

11. Although individuals may be abused at virtually any life stage – childhood, adolescence, young adulthood, middle age, or old age – the nature and consequences of abuse may differ depending on an individual’s situation, disability, or circumstance.
12. The following description of Vulnerable Adult Abuse has been modified and adapted from Ecclesiastical’s *Guidelines for Developing a Safety & Protection Policy for Children / Youth / Vulnerable Adults* [1].
13. Abuse of vulnerable adults is often described as a misuse of power and a violation of trust. Abusers may use a number of different tactics to exert power and control over their victims. Abuse may happen once, or it may occur in a repeated and escalating pattern over months or years. The abuse may take many different forms, which may change over time:
  - a) **Psychological abuse** includes attempts to dehumanize or intimidate vulnerable adults. Any verbal or non-verbal act that reduces their sense of self-worth or dignity and threatens their psychological and emotional integrity is abuse. This type of abuse may include, for example
    - i. Threatening to use violence;
    - ii. Threatening to abandon them;
    - iii. Intentionally frightening them;
    - iv. Making them fear that they will not receive the food or care they need;
    - v. Lying to them;
    - vi. Failing to check allegations of abuse against them.
  - b) **Financial abuse** encompasses financial manipulation or exploitation, including theft, fraud, forgery, or extortion. It includes using a vulnerable adult’s money or property in a dishonest manner or failing to use a vulnerable adult’s assets for their welfare. Abuse occurs any time someone acts without consent in a way that financially or personally benefits one person at the expense of another. This type of abuse against a vulnerable adult may include, for example:
    - i. Stealing their money, disability cheques, or other possessions;
    - ii. Wrongfully using a Power of Attorney;
    - iii. Failing to pay back borrowed money when asked.
  - c) **Physical abuse** includes any act of violence – whether or not it results in physical injury. Intentionally inflicting pain or injury that results in either bodily harm or mental distress is abuse. Physical abuse may include, for example:
    - i. Beating;
    - ii. Burning or scalding;
    - iii. Pushing or shoving;
    - iv. Hitting or slapping;
    - v. Rough handling;
    - vi. Tripping;
    - vii. Spitting.
  - d) All forms of sexual abuse are also applicable to vulnerable adults.
14. Potential warning signs of abuse of vulnerable adults can include:
  - a) Depression, fear, anxiety, passivity;
  - b) Unexplained physical injuries;
  - c) Dehydration, malnutrition, or lack of food;
  - d) Poor hygiene, rashes, pressure sores;
  - e) Over-sedation.

### **Preventing Abuse**

15. Racquetball Canada will enact measures aimed at preventing abuse. These measures include screening, orientation, training, practice, and monitoring.

#### *Screening*

16. Organizational Participants who coach, volunteer, officiate, deliver developmental programs, accompany a team to an event or competition, are paid staff, or otherwise engage with Vulnerable Individuals involved with Racquetball Canada will be screened according to the organization's *Screening Policy*.
17. Racquetball Canada will use the *Screening Policy* to determine the level of trust, authority, and access that each Individual has with Vulnerable Individuals. Each level of risk will be accompanied by increased screening procedures which may include the following, singularly or in combination:
  - a) Completing an Application Form for the position sought (which includes alerting Individuals that they must agree to adhere with the organization's policies and procedures (including this *Abuse Policy*));
  - b) Completing a Screening Declaration Form;
  - c) Providing letters of reference;
  - d) Providing a Criminal Record Check ("CRC") and/or Vulnerable Sector Check ("VSC");
  - e) Providing a driver's abstract (for Individuals who transport Vulnerable Individuals);
  - f) Other screening procedures, as required.
18. An Organizational Participant's failure to participate in the screening process or pass the screening requirements, as determined by a Screening Committee, will result in the Organizational Participant's ineligibility for the position sought.

#### *Orientation and Training*

19. Racquetball Canada may deliver orientation and training to those individuals who have access to, or interact with, Vulnerable Individuals. The orientation and training, and their frequency, will be based on the level of risk, as described in the *Screening Policy*.
20. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or period of engagement.
21. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
22. At the conclusion of the orientation and training, Organizational Participants may be required to acknowledge, in written form, that they have received and completed the training.

#### *Practice*

23. When Organizational Participants interact with Vulnerable Individuals, they are required to enact certain practical approaches to these interactions. These may include, but are not limited to:
  - a) Limiting physical interactions to non-threatening or non-sexual touching (e.g., high-fives, pats on the back or shoulder, handshakes, specific skill instruction, etc.);
  - b) Ensuring that Vulnerable Individuals are always supervised by more than one Person in Authority;
  - c) Ensuring that more than one person is involved with team selection (thereby limiting the consolidation of power onto one Organizational Participant);
  - d) Ensuring that parents/guardians are aware that some non-personal communication between Persons in Authority and Vulnerable Individuals (e.g., between coaches and minor athletes) may take place electronically (e.g., by texting) and that this type of communication is now considered to be commonplace, especially with older Vulnerable Individuals (e.g., teenagers). Organizational Participants are aware that

such communication is subject to Racquetball Canada's *Code of Conduct and Ethics* and *Social Media Policy*;

- e) When traveling with Vulnerable Individuals, the Person in Authority will not transport Vulnerable Individuals without another adult present and will not stay in the same overnight accommodation location without additional adult supervision.

#### *Monitoring*

- 24. Racquetball Canada will regularly monitor those Individuals who have access to, or interact with, Vulnerable Individuals. The monitoring will be based on the level of risk, as described in the *Screening Policy*.
- 25. Monitoring may include, but is not limited to: regular status reports, logs, supervisor meetings, supervisor on-site check-ins, feedback provided directly to the organization (from peers and parents/athletes), and regular evaluations.

#### **Reporting Abuse**

- 26. Reports of abuse that are shared confidentially with an Organizational Participant by a Vulnerable Individual may require the Individual to report the incident to parents/guardians, Racquetball Canada or police. Individuals must respond to such reports in a non-judgemental, supportive and comforting manner but must also explain that the report may need to be escalated to the proper authority or to the Vulnerable Individual's parent/guardian.
- 27. Complaints or reports that describe an element of **abuse** will be addressed by the process(es) described in Racquetball Canada's *Discipline and Complaints Policy*.
- 28. Any violation of this Policy that may be considered "Prohibited Behaviour" or "Maltreatment" (defined in the UCCMS) when the Respondent is an Organizational Participant who has been designated by the Organization as a UCCMS Participant, will be handled pursuant to the policies and procedures of the Office of the Sport Integrity Commissioner ("OSIC"), subject to the rights of the Organization as set out in the *Code of Conduct and Ethics* and any applicable workplace policies.

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[1] Retrieved from:

[https://ecclesiastical.ca/wpcontent/uploads/2012/06/Guidelines\\_DevelopSafetyProtectionPolicy\\_Children-Youths-VulnerableAdults\\_Faith.pdf](https://ecclesiastical.ca/wpcontent/uploads/2012/06/Guidelines_DevelopSafetyProtectionPolicy_Children-Youths-VulnerableAdults_Faith.pdf)

[2] Adapted from the *Children's Bureau*: <https://www.all4kids.org>

[3] Adapted from: [https://www.parentsprotect.co.uk/warning\\_signs.htm](https://www.parentsprotect.co.uk/warning_signs.htm)

## DISCIPLINE AND COMPLAINTS POLICY

(the “Policy”)

### DEFINITIONS

1. Terms in this Policy are defined as follows:

- a) **Athlete** – An individual who is an Athlete participant in the Organization who is subject to the policies of the Organization.
- b) **Complainant** – An individual who makes a report of an incident, or a suspected incident, of Maltreatment or other behaviour that is a violation of the standards described in the Organization’s policies, by-laws, rules or regulations, or the UCCMS.
- c) **Director of Sanctions and Outcomes** – Responsible for overseeing the imposition of Provisional Measures, agreed outcomes, Sanctions and appearing before the Safeguarding Tribunal or the Appeal Tribunal in cases arising from a potential breach of the UCCMS (or other conduct rules, as applicable)
- d) **External Discipline Panel** – A Panel of one or three people who are appointed by the Independent Third Party (or designate) to decide on complaints that are assessed under Process #2 of this Policy.
- e) **Event** – An event sanctioned by the Organization or a Member, and which may include a social Event.
- f) **Harassment** – A vexatious comment (or comments) or conduct against an Organizational Participant or group, regardless of whether the comment or conduct occurs in person or via any other media, including social media, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:
  - i. Written or verbal Abuse, threats, or outbursts;
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
  - iii. Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
  - iv. Leering or other suggestive or obscene gestures;
  - v. Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
  - vi. Practical jokes which endanger a person’s safety, or which may negatively affect performance;

- vii. Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking individual by a more senior individual, which does not contribute to either individual's positive development, but is required to be accepted as part of a team or group, regardless of the junior-ranking individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
  - viii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
  - ix. Deliberately excluding or socially isolating a person from a group or team;
  - x. Persistent sexual flirtations, advances, requests, or invitations;
  - xi. Physical or sexual assault;
  - xii. Behaviours such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and
  - xiii. Retaliation or threats of retaliation against a person who Reports harassment to the Organization.
- g) **Independent Third Party** – the individual retained by the Organization to receive Reports and to fulfill the responsibilities outlined in the *Discipline and Complaints Policy*. This individual must not be in a conflict of interest.
- h) **Internal Discipline Chair** – An individual appointed by the Organization to decide on complaints that are assessed under Process #1 of this Policy. The Internal Discipline Chair may be a Director, head coach, staff member, or other individual affiliated with the Organization but must not be in a conflict of interest.
- i) **Maltreatment** – as defined in the *UCCMS*
- j) **Member** – Refers to the provincial/territorial organizations that are admitted as Members of the Organization per the Organization's By-laws.
- k) **Minor** – as defined in the *UCCMS*.
- l) **Parties** – the Complainant(s) and Respondent(s).
- m) **OSIC** - Office of the Sport Integrity Commissioner, an independent division of the Sport Dispute Resolution Centre of Canada (SDRCC) which comprises the functions of the Sport Integrity Commissioner
- n) **Organizational Participant** – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the

Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.

- o) **Person in Authority** – Any Organizational Participant who holds a position of authority within the Organization including, but not limited to, coaches, instructors, officials, managers, support personnel, chaperones, committee members, and Directors and Officers.
- p) **Power Imbalance** – as defined in the *UCCMS*
- q) **Provisional Suspension** – means that the Organizational Participant is barred temporarily from participating in in any capacity in any Event or activity of the Organization and its Members, or as otherwise decided pursuant to the *Discipline and Complaints Policy*, prior to the decision rendered in a hearing conducted pursuant to this Policy.
- r) **Respondent** – The Party responding to the complaint.
- s) **UCCMS** - *Universal Code of Conduct to prevent and address Maltreatment in Sport*, as amended from time to time by the Sport Dispute Resolution Centre of Canada (SDRCC)
- t) **UCCMS Participant** - An Organizational Participant affiliated with the Organization who has been a) designated by the Organization and b) who has signed the required consent form. UCCMS Participants may include an athlete, a coach, an official, an athlete support personnel, an employee, a contractual worker, an administrator, or a volunteer acting on behalf of, or representing the Organization in any capacity.
- u) **Vulnerable Individual** - Includes Minors and vulnerable adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority).

## **PURPOSE**

- 2. Organizational Participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with all policies, by-laws, rules, and regulations of Racquetball Canada (the “Organization”), as updated, and amended from time to time.
- 3. Non-compliance with any of the Organization’s policies, by-laws, rules, or regulations, or those of its Members, as applicable, may result in the imposition of sanctions pursuant to this Policy or the by-laws of the Organization.

## **APPLICATION**

- 4. This Policy applies to all Organizational Participants and to any alleged breaches of the Organization’s policies, by-laws, rules or regulations, or any of those of its Members that designate this Policy as applicable to address such alleged breaches.

5. In addition to being subject to disciplinary action pursuant to this Policy, an employee of the Organization who is a Respondent to a complaint may also be subject to consequences in accordance with the employee's employment agreement or policies for human resources, if applicable.
6. An Organizational Participant who believes that a staff member or Director has committed Wrongdoing (as described in the *Whistleblower Policy*) may report the alleged incident(s) to the OTP Resource Person (as further described in the *Whistleblower Policy*).

## **REPORTING**

### **UCCMS Participants**

7. Incidents that involve alleged Maltreatment or Prohibited Behaviour that occurred or continued as of January 15, 2023 involving a UCCMS Participant must be reported to the OSIC (<https://sportintegritycommissioner.ca/report>) and will be addressed pursuant to the OSIC's policies and procedures.
8. Incidents that involve alleged Maltreatment or Prohibited Behaviour that occurred before January 15, 2023 may be reported to the OSIC; however, the OSIC shall determine the admissibility of such complaints in accordance with the relevant and applicable OSIC Guidelines regarding the initial review and preliminary assessment, and the matter may only proceed pursuant to the OSIC's procedures with the express consent of the Parties involved where the Parties have not been designated by the Organization as a UCCMS Participant.
9. If the Organization's Independent Third Party receives a Complaint that they consider would otherwise fall within the above sections, they shall refer the matter to the OSIC and notify the individual(s) that made the Complaint of such action.

### **Organizational Participants**

10. Any complaints involving alleged breaches of the Organization's policies that do not fall within Sections 7 or 8 above may be reported to the Independent Third Party in writing.
11. Notwithstanding any provision in this Policy, the Organization may, at its discretion, or upon request by the Independent Third Party, act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the Organization will identify an individual to represent the Organization.
12. A Complainant who fears retribution or reprisal or who otherwise considers that their identity must remain confidential may file a complaint with the Independent Third Party and request that their identity be kept confidential. If the Independent Third Party considers that the Complainant's identity must remain confidential, the Independent Third Party may ask that the Organization take carriage of the complaint and act as the Complainant.<sup>1</sup>
13. In exceptional circumstances, the Independent Third Party may direct a complaint to be managed by the Organization if a Member is otherwise unable to manage the complaint for valid and justifiable reasons,

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<sup>1</sup> In such circumstances, the Complainant(s) may be required to provide evidence during the disciplinary process.

such as a conflict of interest, due to a lack of capacity or where the Member does not have policies in place to address the complaint. In such circumstances, the Organization shall have the right to request that a cost-sharing agreement be entered into with the Member as a pre-condition to the Organization managing the complaint.

14. Where the Independent Third Party refers a matter to be managed by a Member, or where a Member is otherwise responsible for managing a matter (i.e., because they received the matter directly), and the Member fails to conduct disciplinary proceedings within a reasonable timeline, the Organization may, at its discretion, take jurisdiction of the matter and conduct the proceedings. In such circumstances, if the Internal Discipline Chair or External Discipline Panel decides that the Organization acted reasonably in taking jurisdiction over the matter, the Organization's costs to conduct the proceedings, including legal fees, shall be reimbursed by the Member to the Organization.

## **MINORS**

15. Complaints may be brought by or against an Organizational Participant who is a Minor. Minors must have a parent/guardian or other adult serve as their representative during this process.
16. Communication from the Independent Third Party, Internal Discipline Chair or External Discipline Panel (as applicable) must be directed to the Minor's representative.
17. If the Minor's representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the Minor's parent/guardian.
18. A Minor is not required to attend or participate in an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn against the Minor.

## **INDEPENDENT THIRD PARTY RESPONSIBILITIES**

19. Upon receipt of a complaint, the Independent Third Party has a responsibility to:
  - a) Determine whether the complaint falls within the jurisdiction of this Policy;
  - b) Determine the appropriate jurisdiction to manage the complaint by considering the following:
    - a. whether the incident occurred within the business, activities, or Events of the Organization, or one of its Members; and
    - b. if the Member is able to manage the complaint process<sup>2</sup>.

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<sup>2</sup> In making this assessment, the Independent Third Party may determine that the Member lacks the capacity to manage the complaint (which may include financial and human resource capacity), that the Member is not the appropriate jurisdiction to manage the complaint due to its seriousness or that a real or perceived conflict of interest exists within the Member .

If the Independent Third Party determines that the Complaint or Report should be handled by a Member, that organization may use its own policies to address the complaint or may adopt this Policy and appoint its own Independent Third Party to fulfil the responsibilities listed herein. Where this Policy is adopted by a Member, any reference to Independent Third Party shall be



- c) Determine whether the complaint is frivolous, vexatious or if it has been made in bad faith<sup>3</sup>;
- d) Determine if the alleged incident should be investigated pursuant to **Appendix A – Investigation Procedure**; and
- e) Choose which process (Process #1 or Process #2, as outlined below) should be followed to hear and adjudicate the matter.

### **AVAILABLE PROCESSES**

There are two different processes that may be used to hear and adjudicate complaints. The Independent Third Party decides which process should be followed at their discretion, and such decision is not appealable.

**Process #1** - the complaint contains allegations involving the following behaviours:

- i. Disrespectful conduct or comments
- ii. Minor acts of physical violence, unless the physical violence is between a Person in Authority and a Vulnerable Individual, in which case the matter will be addressed under Process #2
- iii. Conduct contrary to the values of the Organization or those of one of its Members
- iv. Non-compliance with the policies, procedures, rules, or regulations of the Organization or those of one of its Members
- v. Minor violations of the policies or bylaws of the Organization or those of one of its Members.

\*\*\* The behaviours identified above are examples only and are not a definitive list of behaviours that may be addressed through Process #1.

**Process #2** - the complaint contains allegations involving the following behaviours:

- i. Repeated incidents described in Process #1
- ii. Hazing
- iii. Abusive, racist, or sexist comments, conduct or behaviour

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understood as a reference to the Independent Third Party of the Member.

<sup>3</sup> As indicated in the Sport Dispute Resolution Centre of Canada's Investigation Guidelines, a Reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the Independent Third Party must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead.

- iv. Incidents that constitute Prohibited Behaviour under the *Code of Conduct and Ethics* or the UCCMS
- v. Major incidents of violence (e.g., fighting, attacking)
- vi. Pranks, jokes, or other activities that endanger the safety of others
- vii. Conduct that intentionally interferes with a competition or with any athlete's preparation for a competition
- viii. Conduct that intentionally damages the image, credibility, or reputation of the Organization or that of one of its Members
- ix. Consistent disregard for the by-laws, policies, rules, and regulations of the Organization or those of one of its Members
- x. Major or repeated violations of the *Code* or any other policies, by-laws, rules or regulations that designate this *Discipline and Complaints Policy* as applicable to address such alleged breaches
- xi. Intentionally damaging the property of the Organization, one of its Members, or improperly handling any of the aforementioned organizations' monies
- xii. Abusive use of alcohol, any use or possession of alcohol by Minors, or use or possession of illicit drugs and narcotic
- xiii. A conviction for any *Criminal Code* offense

\*\*\* The behaviours identified above are examples only and are not a definitive list of behaviours that may be addressed through Process #2

### **PROVISIONAL SUSPENSIONS**

- 20. If it is considered appropriate or necessary based on the circumstances, immediate discipline or the imposition of a Provisional Suspension or interim measures may be imposed against any Organizational Participant by the Independent Third Party or Racquetball Canada after which further discipline or sanctions may be applied according to this Policy.
- 21. If an infraction occurs at a competition, it will be dealt with by the procedures specific to the competition, if applicable. When applied at a competition, a Provisional Suspension or sanction may be for the duration of the competition, training, activity, or Event only, or as otherwise determined appropriate by the Independent Third Party.
- 22. Notwithstanding the above, the Organization and/or Independent Third Party may determine that an alleged incident is of such seriousness as to warrant the imposition of a Provisional Suspension of a Respondent pending completion of an investigation, assessment and/or investigation by the OSIC, criminal process, the hearing, or a decision of the External Discipline Panel.

23. Any Respondent against whom a Provisional Suspension or interim measure is imposed may make a request to the Independent Third Party or External Discipline Panel (if appointed) to have the Provisional Suspension or interim measure lifted. In such circumstances, the Organization shall be provided with an opportunity to make submissions, orally or in writing, regarding the Respondent's request to have their Provisional Suspension lifted. Provisional suspensions or interim measures shall only be lifted in circumstances where the Respondent establishes that it would be manifestly unfair to maintain the Provisional Suspension or interim measures against them.

24. Any decision not to lift a Provisional Suspension or interim measure shall not be subject to appeal.

## **PROCEDURAL STEPS**

### **PROCESS #1: Handled by Internal Discipline Chair**

#### **Internal Discipline Chair**

25. Following the determination that the complaint or incident should be handled under Process #1, the Independent Third Party will appoint an Internal Discipline Chair<sup>4</sup> who may:

- a) Propose alternative dispute resolution techniques, if appropriate; and/or
- b) Ask the Complainant and the Respondent for either written or oral submissions regarding the complaint or incident. Both Parties shall also have the right to submit to the Internal Discipline Chair any relevant evidence, including, but not limited to witness statements, documentary evidence or evidence from other media (i.e., photos, screenshots, videos or other recordings). Each party shall have the right to receive the other party's submissions and evidence, including the Complainant's complaint. In the case of oral submissions, each party shall have the right to be present when such submissions are made; and/or
- c) Following receipt of the Parties' submissions, the Internal Discipline Chair may convene the Parties to a meeting, either in person or by way of video or teleconference to ask the Parties questions and to allow the Parties to ask questions of one another, if the Internal Discipline Chair deems it appropriate.

26. Following their review of the submissions and evidence related to the Complaint, the Internal Discipline Chair shall determine if any of the incidents listed in Process #1 above have occurred and, if so, determine the appropriate sanction (see: **Sanctions**). If, after hearing the Parties and reviewing their submissions, the Internal Discipline Chair considers that none of the incidents listed in Process #1 above have occurred or there is insufficient evidence to prove that the incidents occurred, they shall dismiss the Complaint.

27. The Independent Third Party will inform the Parties of the decision, which shall be in writing and include reasons. The Internal Discipline Chair's decision will take effect immediately, unless specified otherwise by the Internal Discipline Chair. Should the circumstances require a decision to be rendered immediately

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<sup>4</sup> The appointed Internal Discipline Chair must be unbiased and not in a conflict of interest.

or within a short timeline, the Internal Discipline Chair may render a short, written decision, either orally or in writing, followed by a written reasoned decision.

28. Any decision rendered by the Internal Discipline Chair shall be provided to and maintained in the records of the Organization and any applicable Member. Decisions will be kept confidential by the parties and the aforementioned organizations and shall be retained and discarded in accordance with the relevant and applicable privacy legislation and/or applicable policy.

## **PROCESS #2: Handled by Independent Third Party and External Discipline Panel**

### **Independent Third Party**

29. Following the determination that the complaint should be handled under Process #2, the Independent Third Party will propose the use of alternative dispute resolution methods, if deemed appropriate. Alternatively, the Independent Third Party may appoint a designate to handle the responsibilities described in this section. References to 'Independent Third Party' in Process #2 then apply to the Independent Third Party's designate, if appointed, instead. If the dispute is not resolved using alternative dispute resolution methods, the Independent Third Party will appoint an External Discipline Panel of one (1) person to hear the complaint. Thereafter, the Independent Third Party shall have the following responsibilities:
  - a) Coordinate all administrative aspects of the process and set reasonable timelines
  - b) Provide administrative assistance and logistical support to the External Discipline Panel as required, including providing the External Discipline Panel with any information related to previously imposed disciplinary sanctions against the Respondent(s) of the policies of the Organization, any Member, or any other sport organization that had authority over the Respondent
  - c) Provide any other service or support that may be necessary to ensure a fair and timely proceeding
30. The Independent Third Party will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
31. If warranted based on the severity of the allegations and at the Independent Third Party's sole discretion, an External Discipline Panel of three (3) people may be appointed. When a three-person External Discipline Panel is appointed, the Independent Third Party will appoint one of the External Discipline Panel's members to serve as the Chair.
32. The Independent Third Party, in cooperation with the External Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing 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.

33. The hearing will be governed by the procedures that the Independent Third Party and the External Discipline Panel deem appropriate for the circumstances. The following guidelines will apply to the hearing:

- a) The determination of procedures and timelines, as well as a hearing duration, that is as expedient and cost-efficient as possible to ensure that costs to the Parties and the Organization are reasonable
- b) The Parties will be given appropriate notice of the day, time, and place of the hearing
- c) Copies of any written documents which any of the Parties wishes to have the External Discipline Panel consider will be provided to all Parties, through the Independent Third Party, in advance of the hearing
- d) The Parties may engage a representative, advisor, translator, transcription services or legal counsel at their own expense
- e) The External Discipline Panel may request that any other individual participate and give evidence at the hearing
- f) If not a Party, the Organization shall be allowed to attend the hearing as an observer and will be provided with access to any documents submitted. With the permission of the External Discipline Panel, the Organization may make submissions at the hearing or may provide the External Discipline Panel with clarifying information that may be required for the Panel to render its decision<sup>5</sup>
- g) The External Discipline Panel shall allow any evidence at the hearing filed by the parties and may exclude any evidence is unduly repetitious or otherwise an abuse of process. The External Discipline Panel shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to evidence filed by the parties
- h) Nothing is admissible in evidence at a hearing that:
  - i. would be inadmissible in a court by reason of any privilege under the law of evidence; or
  - ii. is inadmissible by any statute.
- i) The decision will be by a majority vote of the External Discipline Panel, when the Panel consists of three people

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<sup>5</sup> The purpose of this provision is not to provide the Organization with the possibility to try to influence whether a sanction is imposed and, if so, the duration or nature of the sanction. Instead, this provision is intended to provide the Organization with the possibility to provide the Panel with clarifying information when the parties have sought a particular sanction against an Organizational Participant, but they have misunderstood or misrepresented fundamental elements of the programming or membership structure (or other similar issues) and, if left unaddressed, could result in the Panel imposing a sanction that is unenforceable.

34. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the External Discipline Panel will determine the appropriate sanction. The External Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.
35. The process will proceed in any event, even if a Party chooses not to participate in the hearing.
36. In fulfilling its duties, the External Discipline Panel may obtain independent advice.

## **DECISION**

37. After hearing the matter, the External Discipline Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. If the External Discipline Panel considers that an infraction has not occurred, the Reported complaint will be dismissed.
38. Within fourteen (14) days of the hearing's conclusion, the External Discipline Panel's written decision, with reasons, will be distributed to all parties by the Independent Third Party (or designate), including to the Organization.
39. In extraordinary circumstances, the External Discipline Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period.

The External Discipline Panel's decision will come into effect as of the date that it is rendered, unless decided otherwise by the External Discipline Panel. The External Discipline Panel's decision will apply automatically to the Organization and all of its Members (if and when applicable).

40. Other individuals or organizations, including but not limited to, Members, provincial/territorial organizations in other sports, sport clubs, etc., shall be advised of any decisions rendered in accordance with this Policy.
41. Records of all decisions will be maintained by the Organization in accordance with the *Privacy Policy*.
42. When the External Discipline Panel imposes a sanction, the decision shall include, at a minimum, the following details:
  - a) Jurisdiction;
  - b) Summary of the facts and relevant evidence;
  - c) The specific provision(s) of the Organization's policies, bylaws, rules or regulations that have been breached;
  - d) Which Party is responsible for the costs of implementing any sanction;
  - e) Which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;
  - f) Any reinstatement conditions that the sanctioned individual must satisfy (if any);

- g) Which organization is responsible for ensuring that conditions (if any) have been satisfied; and,
- h) Any other guidance that will assist the Parties to implement the External Discipline Panel's decision.

If necessary, a Party – or the organization that is responsible for implementing or monitoring a sanction – may seek clarifications from the Panel regarding the decision so that it can be implemented or monitored appropriately.

## **SANCTIONS**

- 43. When determining the appropriate sanction, the Internal Discipline Chair or External Discipline Panel, as applicable, will consider the following factors (where applicable):
  - a) The nature and duration of the Respondent's relationship with the Complainant, including whether there is a Power Imbalance;
  - b) The Respondent's prior history and any pattern of misconduct or Maltreatment;
  - c) The respective ages of the individuals involved;
  - d) Whether the Respondent poses an ongoing and/or potential threat to the safety of others;
  - e) The Respondent's voluntary admission of the offense(s), acceptance of responsibility for the misconduct or Maltreatment, and/or cooperation in the investigative and/or disciplinary process of the Organization;
  - f) Real or perceived impact of the incident on the Complainant, sport organization or the sporting community;
  - g) Circumstances specific to the Respondent being sanctioned (e.g., lack of appropriate knowledge or training regarding the requirements in the *Code of Conduct and Ethics*; addiction; disability; illness);
  - h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
  - i) A Respondent who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
  - j) Other mitigating or aggravating circumstances.
- 44. Any sanction imposed must be proportionate and reasonable. However, progressive discipline is not required, and a single incident of Prohibited Behaviour/Maltreatment or other misconduct may justify elevated or combined sanctions.
- 45. The Internal Discipline Chair or External Discipline Panel, as applicable, may apply the following disciplinary sanctions, singularly or in combination:

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

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

- a) Sexual Maltreatment involving a Minor Complainant, or a Complainant who was a Minor at the time of the incidents complained of, shall carry a presumptive sanction of permanent ineligibility or expulsion from membership or registration
- b) Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions
- c) While a Respondent has pending charges allegations of a crime against a person, if justified by the seriousness of the offence, the presumptive sanction shall be a period of suspension until a final determination is made by the applicable process.



47. An Organizational Participant's conviction for certain *Criminal Code* offenses involving harmful conduct shall carry a presumptive sanction of permanent ineligibility from participating with the Organization. Such *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
48. Unless the External Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal.
49. Failure to comply with a sanction as determined by the External Discipline Panel will result in an automatic suspension until such time as compliance occurs.

### **OSIC SANCTION**

50. As a Program Signatory to the OSIC, the Organization will ensure that any sanctions or measures imposed by the OSIC's Director of Sanctions and Outcomes ("DSO") will be implemented and respected within the Organization's jurisdiction (including at the provincial, territorial level) once the Organization receives appropriate notice of any sanction or measure from the OSIC.

### **APPEALS**

51. The decision of an Internal Discipline Chair or External Discipline Panel, as applicable, may be appealed in accordance with the *Appeal Policy*.

### **CONFIDENTIALITY**

52. The disciplinary process is confidential and involves only the Organization, the Parties, the Independent Third Party (and any designates), the Internal Discipline Chair, the External Discipline Panel, and any independent advisors to the External Discipline Panel.
53. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or Complaint to any person not involved in the proceedings, unless the Organization is required to notify an organization such as an international federation, Sport Canada or other sport organization (i.e., where a Provisional Suspension or interim measures have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
54. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the Internal Discipline Chair or External Discipline Panel (as applicable).

### **TIMELINES**

55. 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 Independent Third Party may direct that these timelines be revised.

### **STATISTICAL REPORTING**

56. All decisions under this Policy are a matter of public record. A written record will be maintained by Racquetball Canada at their head office for infractions that result in a sanction under Process #2

### **PRIVACY**

57. The collection, use and disclosure of any personal information pursuant to this Policy is subject to the Organization's *Privacy Policy*.
58. The Organization, its Members, or any of their delegates pursuant to this Policy (i.e., Independent Third Party (and any designate), Internal Discipline Chair, External Discipline Panel), shall comply with the Organization's *Privacy Policy* (or, in the case if a Member, the applicable *Privacy Policy*) in the performance of their services under this Policy.

## **Appendix A – Investigation Procedure**

### **Determination**

1. When a complaint is submitted pursuant to the *Discipline and Complaints Policy* and is accepted by the Independent Third Party, the Independent Third Party will determine if the incident should be investigated.

### **Investigation**

2. The Independent Third Party will 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.
3. Federal and/or Provincial/Territorial legislation related to Workplace Harassment may apply to the investigation if Harassment was directed toward an employee in a Workplace. The Investigator should review workplace safety legislation, the organization's policies for human resources, and/or consult independent experts to determine whether legislation applies to the complaint.
4. The investigation may take any form as decided by the Investigator, guided by any applicable Federal and/or Provincial/Territorial legislation. The investigation may include:
  - a) Interviews with the Complainant
  - b) Witness interviews
  - c) Statement of facts (Complainant's perspective) prepared by Investigator, acknowledged by the Complainant and provided to the Respondent
  - d) Interviews with the Respondent
  - e) Statement of facts (Respondent's perspective) prepared by Investigator, acknowledged by the Respondent and provided to the Complainant

### **Investigator's Report**

5. Upon completion of their investigation, the Investigator shall prepare a report that should include a summary of evidence from the parties (including both statements of facts, if applicable) and recommendations from the Investigator of whether, on a balance of probabilities, a breach of the *Code of Conduct and Ethics* or the UCCMS occurred. The Investigator may also make non-binding recommendations regarding the appropriate next steps (i.e., mediation, disciplinary procedures, further review, or investigation).
6. The Investigator's Report will be provided to the Independent Third Party who will disclose, at their discretion, all or part of it to the Organization and the relevant Members (if applicable) and to External Discipline Panel. The Independent Third Party may also disclose the Investigator's Report – or a redacted version to protect the identity of witnesses – to the parties, at their discretion, with any necessary redactions.

7. Should the Investigator find that there are possible instances of offence under the *Criminal Code*, the Investigator shall advise the Complainant and the Organization to refer the matter to police.
8. The Investigator must also inform the Organization of any findings of criminal activity. The Organization may decide whether to report such findings to police but is required to inform police if there are findings related to the trafficking of prohibited substances or methods (as indicated in the version of the World Anti-Doping Agency's Prohibited List currently in force), any sexual crime involving Minors, fraud against the Organization or any Member(s) (as applicable), or other offences where the lack of reporting would bring the Organization or the Member (as applicable) into disrepute.

### **Reprisal and Retaliation**

9. An Organizational Participant who submits a complaint to the Organization or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group. Any such conduct may be subject to disciplinary proceedings pursuant to the *Discipline and Complaints Policy*.

### **False Allegations**

10. An Organizational Participant who submits allegations that the Investigator determines to be malicious, false, or for the purpose of retribution, retaliation or vengeance may be subject to a complaint under the terms of the *Discipline and Complaints Policy* and may be required to pay for the costs of any investigation that comes to this conclusion. The Organization or any Member(s) (as applicable), or the Organizational Participant against whom the allegations were submitted, may act as the Complainant.

### **Confidentiality**

11. The Investigator will make reasonable efforts to preserve the anonymity of the Complainant, Respondent, and any other party. However, the Organization and its Members recognize that maintaining full anonymity during an investigation may not be feasible.

### **Privacy**

12. The collection, use and disclosure of any personal information pursuant to this Procedure is subject to the Organization's *Privacy Policy*.
13. The Investigator will comply with the Organization's *Privacy Policy* (or, in the case of a Member, the applicable *Privacy Policy*) in the performance of their services under this Procedure.

## **DISPUTE RESOLUTION POLICY**

### **Definitions**

1. Terms have the following meanings in this Policy:
  - a) *“Organizational Participant”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
  - b) *“Member”* – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada.

### **Purpose**

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

### **Application of this Policy**

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

### **Facilitation and Mediation**

6. If all parties to a dispute agree to Alternative Dispute Resolution, a mediator or facilitator, acceptable to all parties, shall be appointed to mediate or facilitate the dispute by Racquetball Canada or designate.
7. 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.
8. Should a negotiated decision be reached, the decision shall be reported to, and approved by, Racquetball Canada. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated decision, pending Racquetball Canada’s approval.
9. Should a negotiated decision not be reached by the deadline specified by the mediator or facilitator at the start of the process, or if the parties to the dispute do not agree to Alternative Dispute Resolution, the dispute shall be considered under the appropriate section of Racquetball Canada’s *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.

### **Final and Binding**

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

## APPEAL POLICY

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Appellant*” – The Party appealing a decision;
  - b) “*Affected Party*” – Any individual or entity, as determined by the Appeal 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;
  - c) “*Appeal Manager*” – An individual appointed by Racquetball Canada who may be any staff member, committee member, volunteer, Director, or an independent third party, to oversee this Policy. The Appeal Manager will have responsibilities that include, but are not limited to:
    - i. Ensuring procedural fairness;
    - ii. Respecting the applicable timelines; and
    - iii. Using decision making authority empowered by this Policy.
  - d) “*Days*” – Days including weekends and holidays;
  - e) “*Organizational Participant*” – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers;
  - f) “*Parties*” – The Appellant, Respondent, and any other Affected Party;
  - g) “*Member*” – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada;
  - h) “*Respondent*” – The body whose decision is being appealed or, in the case of an appeal of a written decision made per to the *Discipline and Complaints Policy*, the other party to the dispute.

### Purpose

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

### Scope and Application of this Policy

3. This Policy applies to all Organizational Participants. Any Organizational Participant who is directly affected by a decision by Racquetball Canada shall have the right to appeal that decision provided there are sufficient grounds for the appeal under the ‘Grounds for Appeal’ section of this Policy.
4. This Policy **will apply** to decisions relating to:
  - a) Eligibility;
  - b) Selection;
  - c) Conflict of Interest;
  - d) Discipline;
  - e) Membership.
5. This Policy **will not apply** to decisions relating to:
  - a) Employment;
  - b) Infractions for doping offenses;
  - c) The rules of the sport;

- d) Selection criteria, quotas, policies, and procedures established by entities other than Racquetball Canada;
- e) Substance, content and establishment of team selection criteria;
- f) Volunteer/coach appointments and the withdrawal or termination of those appointments;
- g) Budgeting and budget implementation;
- h) Racquetball Canada's operational structure and committee appointments;
- i) Decisions or discipline arising within the business, activities, or events organized by entities other than Racquetball Canada (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by Racquetball Canada at its sole discretion);
- j) Decisions made by the Office for the Sport Integrity Commissioner ("OSIC")
- k) Commercial matters for which another appeals process exists under a contract or applicable law;
- l) Decisions made under this Policy.

### **Timing of Appeal**

6. Organizational Participants who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to Racquetball Canada, 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 two hundred dollars (\$200), which will be refunded if the appeal is upheld.
7. An Organizational Participant who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Appeal Manager and may not be appealed.

### **Grounds for Appeal**

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

### **Screening of Appeal**

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), Racquetball Canada and the Appellant may first determine the appeal to be considered under Racquetball Canada's *Dispute Resolution Policy*.
11. Appeals resolved by mediation under Racquetball Canada's *Dispute Resolution Policy* will cause the administration fee to be refunded to the Appellant.

12. Should the appeal not be resolved by using the *Dispute Resolution Policy*, Racquetball Canada will appoint an independent Appeal Manager (who must not be in a conflict of interest) who has the following responsibilities:
  - a) Determine if the appeal falls under the scope of this Policy;
  - b) Determine if the appeal was submitted in a timely manner;
  - c) Decide whether there are sufficient grounds for the appeal.
13. If the appeal is denied on the basis of insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
14. If the Appeal Manager is satisfied there are sufficient grounds for an appeal, the Appeal Manager will appoint an Appeals Panel which shall consist of a single Arbitrator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Appeal Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Appeal Manager will appoint one of the Panel's members to serve as the Chair.

#### **Determination of Affected Parties**

15. To ensure the identification of any Affected Parties, the Appeal Manager will engage with Racquetball Canada. The Appeal Manager will determine whether a party is an Affected Party at his or her sole discretion.

#### **Procedure for Appeal Hearing**

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

#### **Appeal Decision**



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

#### **Timelines**

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

#### **Confidentiality**

23. The appeals process is confidential and involves only the Parties, the Appeal Manager, the Panel, and any independent advisors to the Panel.
24. Once initiated and until an appeal decision is released, none of the Parties will disclose confidential information relating to the appeal to any person not involved in the proceedings, unless Racquetball Canada is required to notify an organization such as an international federation, Sport Canada or other sport organization (i.e., where a Provisional Suspension or interim measures have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
25. .

#### **Final and Binding**

26. The decision of the Panel will be binding on the Parties and on all Organizational Participants 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).
27. No action or legal proceeding will be commenced against Racquetball Canada or Organizational Participants in respect of a dispute, unless Racquetball Canada has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in Racquetball Canada's governing documents.

# WHISTLEBLOWER POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Director*” – An individual appointed or elected to Racquetball Canada’s Board of Directors;
  - b) “*Worker*” – An individual who has signed an Employment Agreement or Contractor Agreement with Racquetball Canada.

## Purpose

2. The purpose of this Policy is to allow Workers to have a discrete and safe procedure by which they can disclose incidents of wrongdoing in the workplace without fear of unfair treatment or reprisal.

## Application

3. This Policy only applies to Workers who observe, or experience incidents of wrongdoing committed by Directors or by other Workers.
4. Incidents of wrongdoing or misconduct observed or experienced by participants, volunteers, spectators, parents of participants, or other individuals not employed or contracted by Racquetball Canada can be reported under the terms of Racquetball Canada’s *Discipline and Complaints Policy* and/or reported to Racquetball Canada’s Board or Executive Director to be handled under the terms of the individual Worker’s Employment Agreement or Contractor Agreement, as applicable, and/or Racquetball Canada’s *Human Resources Policy*.
5. Matters reported under the terms of this Policy may be referred to be heard under Racquetball Canada’s *Discipline and Complaints Policy*, at the discretion of the Compliance Officer.
6. At the discretion of the Compliance Officer, any violation of this Policy that may be considered “Prohibited Behaviour” or “Maltreatment” (as defined in the UCCMS) when the Respondent is an Organizational Participant who has been designated by the Organization as a UCCMS Participant (as defined in the *Code of Conduct and Ethics*), will be handled pursuant to the policies and procedures of the Office of the Sport Integrity Commissioner (“OSIC”), subject to the rights of the Organization as set out in the *Code of Conduct and Ethics, Discipline and Complaints Policy*, and applicable workplace policies.

## Wrongdoing

7. Wrongdoing can be defined as:
  - a) Violating the law;
  - b) Intentionally or seriously breaching of Racquetball Canada’s *Code of Conduct and Ethics*;
  - c) Intentionally or seriously breaching Racquetball Canada’s policies for workplace violence and harassment;
  - d) Committing or ignoring risks to the life, health, or safety of a participant, volunteer, Worker, or other individual;
  - e) Directing an individual or Worker to commit a crime, serious breach of a policy of Racquetball Canada, or other wrongful act; or
  - f) Fraud.

## Pledge

8. Racquetball Canada pledges not to dismiss, penalize, discipline, or retaliate or discriminate against any Worker who discloses information or submits, in good faith, a report against a Worker or a Director under the terms of this Policy.
9. Any individual affiliated with Racquetball Canada who breaks this Pledge will be subject to disciplinary action.

## Reporting Wrongdoing

10. A Worker who believes that a Director or another Worker has committed an incident of wrongdoing should prepare a report that includes the following:
- a) Written description of the act or actions that comprise the alleged wrongdoing, including the date and time of the action(s);
  - b) Identities and roles of other individuals or Workers (if any) who may be aware of, affected by, or complicit in, the wrongdoing;
  - c) Why the act or action should be considered to be wrongdoing; and
  - d) How the wrongdoing affects the Worker submitting the report (if applicable).

## Authority

11. Racquetball Canada has appointed the following Compliance Officer to receive reports made under this Policy:
- Cristy Nurse  
Hammond LLP  
cnurse@hammondllp
12. After receiving the report, the Compliance Officer has the responsibility to:
- a) Assure the Worker of Racquetball Canada's **Pledge**;
  - b) Connect the Worker to the Alternate Liaison if the individual feels that he or she cannot act in an unbiased or discrete manner due to the individual's role with Racquetball Canada and/or the content of the report;
  - c) Determine if the report is frivolous, vexatious, or not submitted in good faith (e.g., the submission of the report is motivated by personal interests and/or the content of the report is obviously false or malicious);
  - d) Determine if Racquetball Canada's *Whistleblower Policy* applies or if the matter should be handled under Racquetball Canada's *Discipline and Complaints Policy*;
  - e) Determine if the local police service be contacted;
  - f) Determine if mediation or alternate dispute resolution can be used to resolve the issue;
  - g) Determine if Racquetball Canada's President and/or Executive Director should or can be notified of the report;
  - h) Begin an investigation.

## Investigation

13. If the Compliance Officer determines that an investigation should be launched, the Compliance Officer may decide to contract an external investigator. In such cases, Racquetball Canada's Executive Director and/or President may be notified that an investigation conducted by an external investigator is necessary without the nature of the investigation, content of the report, or identity of the Worker who submitted the report being disclosed. Racquetball Canada's Executive Director and/or President may not unreasonably refuse the decision to contract an external investigator.
14. An investigation launched by the Compliance Officer or by an external investigator should generally take the following form:
- a) Follow up interview with the Worker who submitted the report;
  - b) Identification of Workers, participants, volunteers or other individuals that may have been affected by the wrongdoing;
  - c) Interviews with such-affected individuals;
  - d) Interview with the Director(s) or Worker(s) against whom the report was submitted;
  - e) Interview with the supervisor(s) of the Worker(s) against whom the report was submitted, if applicable.
15. In all stages of the investigation, the investigator will take every precaution to protect the identity of the Worker who submitted the report and/or the specific nature of the report itself. However, Racquetball Canada recognizes

that there are some instances where the nature of the report and/or the identity of the Worker who submitted the report will or may be inadvertently deduced by individuals participating in the investigation.

16. The investigator will prepare an Investigator's Report – omitting names whenever possible and striving to ensure confidentiality – that will be submitted to Racquetball Canada's President and/or Executive Director for review and action.

#### **Decision**

17. Within fourteen (14) days after receiving the Investigator's Report, Racquetball Canada's President and/or Executive Director will take corrective action, as required. Corrective action may include, but is not limited to including:
  - a) Enacting and/or enforcing policies and procedures aimed at eliminating the wrongdoing or further opportunities for wrongdoing;
  - b) Revision of job descriptions; or
  - c) Discipline, suspension, termination, or other action as permitted by Racquetball Canada's Bylaws, provincial employment legislation, Racquetball Canada's *Human Resources Policy*, and/or the Worker's Employment Agreement or Contractor Agreement.
18. The corrective action, if any, will be communicated to the investigator who will then inform the Worker who submitted the report.
19. Decisions made under the terms of this Policy may be appealed under the terms of Racquetball Canada's *Appeal Policy* provided that:
  - a) If the Worker who submitted the initial report is appealing the decision, the Worker understands that his or her identity must be revealed if he or she submits an appeal, and;
  - b) If the Director or Worker against whom the initial report was submitted is appealing the decision, the Worker or Director understands that the identity of the Worker who submitted the report will not be revealed and that Racquetball Canada will act as the Respondent.

#### **Confidentiality**

20. Confidentiality at all stages of the procedures outlined in this Policy – from the initial report to the final decision – is assured for all individuals (the Worker, the Worker(s), the Director, the Director(s) against whom the report is submitted, and the individuals interviewed during the investigation). An individual who intentionally breaches the confidentiality clause of this Policy will be subject to disciplinary action.

## EVENT DISCIPLINE PROCEDURE

**\*\* This Event Discipline Procedure does not supersede or replace Racquetball Canada's Discipline and Complaints Policy \*\***

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *"Event"* - An event sanctioned by Racquetball Canada;
  - b) *"Organizational Participant"* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers;
  - c) *"Member"* – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada.

### Purpose

2. Racquetball Canada is committed to providing a competition environment in which all Individuals are treated with respect. This Procedure outlines how alleged misconduct during an Event will be handled.

### Scope and Application of this Policy

3. This Procedure will be applied to all Racquetball Canada-sanctioned Events unless the Event host states any modifications to this Procedure (and the reasons for those modifications) in the Event's registration or invitation package. Changes to this Procedure must also be outlined in the event host's sanctioning request, when applicable.
4. If the Event is being sanctioned by a national or regional Games federation, or an international federation, the Event Discipline Procedure of the sanctioning organization will replace this procedure. Incidents involving Individuals connected with Racquetball Canada (such as athletes, coaches, members, and Directors and Officers) must still be reported to Racquetball Canada to be addressed under Racquetball Canada's *Discipline and Complaints Policy*, if necessary.
5. This Procedure does not replace or supersede Racquetball Canada's *Discipline and Complaints Policy*. Instead, this Procedure works in concert with the *Discipline and Complaints Policy* by outlining, for a designated person with authority at an event sanctioned by Racquetball Canada, the procedure for taking immediate, informal, or corrective action in the event of a possible violation of Racquetball Canada's *Code of Conduct and Ethics*.

### Misconduct During Events

6. Incidents that violate or potentially violate Racquetball Canada's *Code of Conduct and Ethics*, which can occur during a competition, away from the area of competition, or between parties connected to the Event, shall be reported to a designated person (usually the head official or on-site convenor) responsible for the Event.
7. The designated person at the Event shall use the following procedure to address the incident that violated or potentially violated Racquetball Canada's *Code of Conduct and Ethics*:
  - a) Notify the involved parties that there has been an incident that violated or potentially violated Racquetball Canada's *Code of Conduct and Ethics*;
  - b) Convene a jury of either one person or three people (one of whom shall be designated the Chairperson), who shall not be in a conflict of interest or involved in the original incident, to determine whether Racquetball Canada's *Code of Conduct and Ethics* has been violated. The designated person at the Event may serve on the jury;

- c) The jury will interview and secure statements from any witnesses to the alleged violation;
  - d) If the violation occurred during a competition, interviews will be held with the officials who officiated or observed the competition and with the coaches and captains of each team when necessary and appropriate;
  - e) The jury will secure a statement from the person(s) accused of the violation;
  - f) The jury will render a decision and determine a possible penalty;
  - g) The Chairperson of the jury will inform all parties of the jury's decision.
8. The penalty determined by the jury may include any of the following, singularly or in combination:
- a) Oral or written warning;
  - b) Oral or written reprimand;
  - c) Suspension from future competitions at the Event;
  - d) Ejection from the Event;
  - e) Other appropriate penalty as determined by the jury.
9. The jury does not have the authority to determine a penalty that exceeds the duration of the Event. A full written report of the incident and the jury's decision shall be submitted to Racquetball Canada following the conclusion of the Event. Further discipline may then be applied per Racquetball Canada's *Discipline and Complaints Policy* if necessary.
10. Decisions made in the scope of this Procedure may not be appealed.
11. This Procedure does not prohibit other Individuals from reporting the same incident to Racquetball Canada to be addressed as a formal complaint under Racquetball Canada's *Discipline and Complaints Policy*.
12. Racquetball Canada shall record and track all reported incidents.

## SOCIAL MEDIA POLICY

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Organizational Participant*” – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers;
  - b) “*Member*” – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada;
  - c) “*Social media*” – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter.

### Preamble

2. Racquetball Canada is aware that Organizational Participant interaction and communication occurs frequently on social media. Racquetball Canada cautions Organizational Participants that any conduct falling short of the standard of behaviour required by Racquetball Canada’s *Code of Conduct and Ethics* will be subject to the disciplinary sanctions identified within Racquetball Canada’s *Discipline and Complaints Policy*.

### Application of this Policy

3. This Policy applies to all Organizational Participants.

### Conduct and Behaviour

4. The following social media conduct may be considered a violation of the *Code of Conduct and Ethics*:
  - a) Posting a disrespectful, hateful, harmful, disparaging, insulting, or otherwise negative comment on a social medium that is directed at an Organizational Participant, at Racquetball Canada, or at other individuals connected with Racquetball Canada;
  - b) Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, embarrassing, suggestive, provocative, or otherwise offensive, and that is directed at an Organizational Participant, at Racquetball Canada, or at other individuals connected with Racquetball Canada;
  - c) Creating or contributing to a Facebook group, webpage, Instagram account, Twitter feed, blog, or online forum devoted solely or in part to promoting negative or disparaging remarks or commentary about Racquetball Canada, its stakeholders, or its reputation;
  - d) Any instance of cyber-bullying or cyber-harassment between one Organizational Participant and another Organizational Participant (including a teammate, coach, opponent, volunteer, or official), where incidents of cyber-bullying and cyber-harassment can include but are not limited to the following conduct on any social medium, via text-message, or via email: regular insults, negative comments, vexatious behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour;
5. All conduct and behaviour occurring on social media may be subject to a report submitted pursuant to Racquetball Canada’s *Discipline and Complaints Policy*.

### Organizational Participants Responsibilities

6. Organizational Participants should be aware that their social media activity may be viewed by anyone; including Racquetball Canada.
7. The content of all electronic communication between Persons in Authority and athletes must be professional in tone and for communicating information related to team issues or activities.

8. No sexually explicit language or imagery or sexually oriented conversation is permitted.
9. If Racquetball Canada unofficially engages with an Organizational Participant in social media (such as by retweeting a tweet or sharing a photo on Facebook) the Organizational Participant may, at any time, ask Racquetball Canada to cease this engagement.
10. Persons in authority (such as coaches, Directors and Officers) may only send personal texts, direct messages on social media or emails to junior athletes when necessary and only for communicating information related to team issues and activities (e.g., non-personal information).
11. When using social media, an Organizational Participant must model appropriate behaviour befitting the Organizational Participant's role and status in connection with Racquetball Canada.
12. Removing content from social media after it has been posted (either publicly or privately) does not excuse the Organizational Participant from being subject to a report submitted pursuant to Racquetball Canada's *Discipline and Complaints Policy*.
13. An individual who believes that an Organizational Participant's social media activity is inappropriate or may violate Racquetball Canada's policies and procedures should report the matter to Racquetball Canada in the manner outlined by Racquetball Canada's *Discipline and Complaints Policy*.
14. Any violation of this Policy that may be considered "Prohibited Behaviour" or "Maltreatment" (as defined in the UCCMS) when the Respondent is an Organizational Participant who has been designated by the Organization as a UCCMS Participant (as defined in the *Code of Conduct and Ethics*), will be handled pursuant to the policies and procedures of the Office of the Sport Integrity Commissioner ("OSIC"), subject to the rights of the Organization as set out in the *Code of Conduct and Ethics* and any applicable workplace policies.



## SOCIAL MEDIA GUIDELINES

*The Social Media Guidelines for Coaches and Athletes is a separate document from the Social Media Policy*

### Definitions

1. The following term has this meaning in these Guidelines:
  - a) “*Social media*” – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter.

### Purpose

2. These Guidelines provide coaches and athletes with tips and suggestions for social media use. Coaches and athletes are strongly encouraged to develop their own strategy for social media use (either written down or not) and ensure that their strategy for social media use is acceptable pursuant to Racquetball Canada’s *Code of Conduct and Ethics*.
3. Given the nature of social media as a continually developing communication sphere, Racquetball Canada trusts its coaches and athletes to use their best judgment when interacting with social media. These Guidelines are not hard and fast rules or behavioural laws; but rather recommendations that will inform coaches’ and athletes’ best judgment.

### Social Media Guidelines for Coaches, Board of Directors and Officials

4. The following tips should be used by coaches to inform their own strategy for social media use:
  - a) Choosing not to engage with social media is an acceptable social media strategy. But you must have good reasons for your choice and be active in other communication media;
  - b) Despite what Facebook says, you are not actually “friends” with athletes. Resist commenting on athletes’ personal activities, status updates, or tweets on Twitter;
  - c) Consider monitoring or being generally aware of athletes’ public social media behaviour to ensure compliance with Racquetball Canada’s *Code of Conduct and Ethics* and *Social Media Policy*;
  - d) Coaches may not demand access to an athlete’s private posts on Twitter, Instagram, or Facebook;
  - e) Do not “friend” athletes on Facebook unless they request the connection. Never pressure athletes to “friend” you;
  - f) If you accept some “friend” requests, or follow one athlete on Twitter or Instagram, you should accept all friend requests and follow all the athletes. Be careful not to show favouritism on social media;
  - g) Consider managing your social media so that athletes do not have the option to follow you on Twitter or “friend” you on Facebook;
  - h) Seek permission from athletes before posting pictures or videos of the athletes on publicly available social media like a blog, Instagram, or YouTube;
  - i) Do not use social media to ‘trap’ athletes if they say one thing to you in person but their social media activity reveals they were doing something different;
  - j) Keep selection decisions and other official team business off social media;
  - k) Never require athletes to join Facebook, join a Facebook group, subscribe to a Twitter feed, or join a Facebook page about your team or organization;
  - l) If you create a page on Facebook or Instagram for your team or athlete, do not make this social media site the exclusive location for important information. Duplicate important information in more official channels (like on a website or via email);
  - m) Ensure that parents are aware that some coach-athlete interactions may take place on social media;
  - n) Exercise appropriate discretion when using social media for your own personal communications (with friends, colleagues, and other athletes) with the knowledge that your behaviour may be used as a model by your athletes;

- o) Avoid association with Facebook groups, Instagram accounts, or Twitter feeds with explicit sexual contact or viewpoints that might offend or compromise the coach-athlete relationship;
- p) Never misrepresent yourself by using a fake name or fake profile;
- q) Be aware that you may acquire information about an athlete that imposes an obligation of disclosure on your part (such as seeing pictures of underage athletes drinking during a trip);
- r) Attempt to make communication with athletes in social media as one-sided as possible. Be available for athletes if they initiate contact via social media – athletes may wish to have this easy and quick access to you – but avoid imposing yourself into an athlete’s personal social media space unless explicitly requested to do so;
- s) Avoid adding athletes to Snapchat and do not send snapchats to athletes.

### **Social Media Guidelines for Athletes**

5. The following tips should be used by athletes to inform their own strategy for social media use:
  - a) Set your privacy settings to restrict who can search for you and what private information other people can see;
  - b) Coaches, teammates, officials, or opposing competitors may all add you to Facebook or follow you on Instagram or Twitter. You are not required to follow anyone or be Facebook friends with anyone;
  - c) Avoid adding coaches to Snapchat and do not send snapchats to coaches;
  - d) If you feel harassed by someone in a social medium, report it to your coach, club official, or to Racquetball Canada;
  - e) Do not feel pressure to join a fan page on Facebook or follow a Twitter feed or Instagram account;
  - f) Content posted on a social medium, relative to your privacy settings, is considered public. In most cases, you do not have a reasonable expectation of privacy for any material that you post;
  - g) Content posted to a social medium is almost always permanent – consider that other individuals may take screen caps of your content (even snapchats) before you can delete them;
  - h) Avoid posting pictures of, or alluding to, participation in illegal activity such as: speeding, physical assault, harassment, underage drinking alcohol and smoking marijuana;
  - i) Model appropriate behaviour in social media befitting your status as a) an elite athlete, and b) a member of your club and of Racquetball Canada. As a representative of Racquetball Canada, you have agreed to Racquetball Canada’s *Code of Conduct and Ethics* and must follow that Code when you post material and interact with other people through social media;
  - j) Be aware that your public Facebook page, Instagram account, or Twitter feed may be monitored by your club, coach, or by Racquetball Canada and content or behaviour demonstrated in social media may be subject to sanction under Racquetball Canada’s *Discipline and Complaints Policy*.

### **Club Responsibilities**

6. Clubs should not attempt to impose social media restrictions onto coaches or athletes. There are many situations where social media contact is desirable and necessary; yet many situations where social media contact is unwanted and risky. Coaches and athletes should be trusted, pursuant to Racquetball Canada’s *Code of Conduct and Ethics*, to navigate social media using their best judgment.
7. Clubs should monitor social media use by its athletes and coaches and should consider regular surveys and reviews to understand how coaches and athletes are using social media. Coaches and athletes may need to be reminded that behaviour in social media is still subject to Racquetball Canada’s *Code of Conduct and Ethics*.
8. Complaints and concerns about an athlete’s or a coach’s conduct or behaviour in social media can be addressed under Racquetball Canada’s *Discipline and Complaints Policy*.

I have read and understand these guidelines.

Coach/athlete name:

\_\_\_\_\_

Print

Coach/athlete signature:

\_\_\_\_\_

Parent/guardian signature:

\_\_\_\_\_

If athlete is under 18

Date:

\_\_\_\_\_

(D/M/Y)

# SCREENING POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Criminal Record Check (CRC)”* – A search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions;
  - b) *“Local Police Information (LPI)”* – additional conviction and selected non-conviction information in national and local police data sources which may be relevant to the position sought;
  - c) *“Enhanced Police Information Check (E-PIC)”* – a Criminal Record Check plus a search of local police information, available from SterlingBackcheck;
  - d) *“Vulnerable Sector Check (VSC)”* – a detailed check that includes a search of the RCMP Canadian Police Information Centre (CPIC) system, local police information, and the Pardoned Sex Offender database;
  - e) *“Vulnerable Individuals”* – A person under the age of 18 years old and/or a person who, because of age, disability or other circumstance, is in a position of dependence on others or is otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority.

## Preamble

2. Racquetball Canada understands that screening personnel and volunteers is a vital part of providing a safe sporting environment and has become a common practice among sport organizations that provide programs and services to the community.

## Application of this Policy

3. This Policy applies to all individuals whose position with Racquetball Canada is one of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Individuals.
4. Not all individuals associated with Racquetball Canada will be required to obtain a criminal record check or submit screening documents because not all positions pose a risk of harm to Racquetball Canada or to its participants. Racquetball Canada will determine which individuals will be subject to screening using the following guidelines (Racquetball Canada may vary the guidelines at its discretion):
  - Level 1 – Low Risk - Individuals involved in low risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to Vulnerable Individuals. Examples:
    - a) Parents, youth, or volunteers who are helping out on a non-regular or informal basis;
  - Level 2 – Medium Risk – Individuals involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to Vulnerable Individuals. Examples:
    - a) Athlete support personnel;
    - b) Non-coach employees or managers;
    - c) Directors;
    - d) Coaches who are typically under the supervision of another coach.
  - Level 3 – High Risk – Individuals involved in high risk assignments who occupy positions of trust and/or authority, have a supervisory role, direct others, are involved with finances, and who have frequent or unsupervised access to Vulnerable Individuals. Examples:
    - a) Full time coaches;
    - b) Coaches who travel with athletes;
    - c) Coaches who could be alone with athletes.

## Screening Requirements

5. It is Racquetball Canada’s policy that when an individual is first engaged by Racquetball Canada:

- a) Level 1 individuals will:
  - i. Complete an Application Form (**Appendix A**);
  - ii. Complete a Screening Disclosure Form (**Appendix B**); and
  - iii. Participate in training, orientation, and monitoring as determined by Racquetball Canada.
- b) Level 2 individuals will:
  - i. Complete an Application Form;
  - ii. Complete a Screening Disclosure Form;
  - iii. Complete and provide an E-PIC;
  - iv. Provide one letter of reference related to the position;
  - v. Participate in training, orientation, and monitoring as determined by Racquetball Canada;
  - vi. Provide a driver's abstract, if requested.
- c) Level 3 individuals will:
  - i. Complete an Application Form;
  - ii. Complete a Screening Disclosure Form;
  - iii. Complete and provide an E-PIC and a VSC;
  - iv. Provide one letter of reference related to the position;
  - v. Participate in training, orientation, and monitoring as determined by Racquetball Canada;
  - vi. Provide a driver's abstract, if requested.
- d) If an individual subsequently receives a charge, conviction for, or is found guilty of, an offense they will report this circumstance immediately to Racquetball Canada. Additionally, the individual will inform Racquetball Canada of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.
- e) If Racquetball Canada learns that an individual has provided false, inaccurate, or misleading information, the individual will immediately be removed from their position and may be subject to further discipline in accordance with Racquetball Canada's *Discipline and Complaints Policy*.

### Young People

- 6. Racquetball Canada defines a young person as someone who is younger than 18 years old. When screening young people, Racquetball Canada will:
  - a) Not require the young person to obtain a VSC or E-PIC; and
  - b) In lieu of obtaining a VSC or E-PIC, require the young person to submit up to two (2) additional letters of reference.
- 7. Notwithstanding the above, Racquetball Canada may ask a young person to obtain a VSC or E-PIC if Racquetball Canada suspects the young person has an adult conviction and therefore has a *criminal record*. In these circumstances, Racquetball Canada will be clear in its request that it is not asking for the young person's *youth record*. Racquetball Canada understands that it may not request to see a young person's youth record.

### Renewal

- 8. Unless the Screening Officer determines, on a case-by-case basis, to modify the submission requirements, individuals who are required to submit an E-PIC, Screening Disclosure Form, VSC, or Screening Renewal Form, are required to submit the documents as follows:
  - a) An E-PIC every three years;
  - b) A Screening Disclosure Form every three years;
  - c) A Screening Renewal Form (**Appendix C**) every year;
  - d) A Vulnerable Sector Check once.
- 9. The Screening Officer may request that an individual provide any of the above documents at any time. Such request will be in writing and reasons will be provided for the request.

### **Orientation, Training, and Monitoring**

10. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at Racquetball Canada's discretion.
11. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or initial period of engagement.
12. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
13. At the conclusion of orientation and training, the individual will be required to acknowledge, in written form, that they have received and completed the orientation and training.
14. Monitoring may include but is not limited to: written or oral reports, observations, tracking, electronic surveillance (e.g., facility security cameras), and site visits.

### **How to Obtain an E-PIC or VSC**

15. Racquetball Canada has joined the Coaching Association of Canada's Responsible Coaching Movement and therefore has access to the E-PIC at a discounted rate. Individuals can obtain an E-PIC via [https://www.sterlingtalentsolutions.ca/landing-pages/c/cac\\_ace/](https://www.sterlingtalentsolutions.ca/landing-pages/c/cac_ace/).
16. In Ontario, Racquetball Canada understands that the *Police Record Checks Reform Act, 2015* requires the individual to consent in writing before requesting a criminal record check (such as an E-PIC). The Act also requires the individual to consent in writing for any disclosure of the results to the requesting organization.
17. In BC, the process for obtaining a Criminal Record Check is different than in other provinces and territories and sections of this policy relating to obtaining a Criminal Record Check may not apply.
18. Individuals may only obtain a VSC by visiting an RCMP office or police station, submitting two pieces of government-issued identification (one of which must have a photo), and completing any required paperwork. Fees may also be required.
19. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.
20. Racquetball Canada understands that it may be required to assist an individual with obtaining a VSC. Racquetball Canada may need to submit a Request for VSC (**Appendix D**) or complete other documentation describing the nature of the organization and the individual's role with vulnerable individuals.

### **Procedure**

21. Screening documents must be submitted to Racquetball Canada.
22. An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the position sought. The individual will be informed that their application and/or position will not proceed until such time as the screening documents are submitted.
23. Racquetball Canada understands that there may be delays in receiving the results of an E-PIC or a VSC. At its discretion, Racquetball Canada may permit the individual to participate in the role during the delay. Racquetball Canada may withdraw this permission at any time and for any reason.

24. Racquetball Canada recognizes that different information will be available depending on the type of screening document that the individual has submitted. For example, an E-PIC may show details of a specific offense, or not, and/or a VSC may be returned with specific information or simply a notification indicating 'cleared' or 'not cleared'. The Screening Officer will use their expertise and discretion when making decisions based on the screening documents that have been submitted.
25. Following the review of the screening documents, the Screening Officer will decide:
- a) The individual has passed screening and may participate in the desired position;
  - b) The individual has passed screening and may participate in the desired position with conditions;
  - c) The individual has not passed screening and may not participate in the desired position; or
  - d) More information is required from the individual.
26. In making their decision, the Screening Officer will consider the type of offense, date of offense, and relevance of the offense to the position sought.
27. The Screening Officer will use the following as a guide to not pass an individual:
- a) If imposed in the last three years:
    - i. Any offense involving the use of a motor vehicle, including but not limited to impaired driving;
    - ii. Any offense for trafficking and/or possession of drugs and/or narcotics;
    - iii. Any offense involving conduct against public morals;
    - iv. Any offense involving theft or fraud.
  - b) If imposed in the last ten years:
    - i. Any crime of violence including but not limited to, all forms of assault;
    - ii. Any offense involving a minor or minors.
  - c) If imposed at any time:
    - i. An individual's conviction for any of the following *Criminal Code* offenses:
      - a. Any offense of physical or psychological violence;
      - b. Any crime of violence including but not limited to, all forms of assault ;
      - c. Any offense involving trafficking of illegal drugs;
      - d. Any offense involving the possession, distribution, or sale of any child-related pornography;
      - e. Any sexual offense.

### **Conditions and Monitoring**

28. Excluding the incidents above which, if revealed, would cause the individual to not pass screening, the Screening Officer may determine that incidents revealed on an individual's screening documents may allow the individual to pass the screening process and participate in a desired position with *conditions* imposed. The Screening Officer may apply and remove conditions at its discretion and will determine the means by which adherence to conditions may be monitored.

### **Records**

29. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, or for use in legal, quasi-legal, or disciplinary proceedings.
30. The records kept by Racquetball Canada as part of the screening process include but are not limited to:
- a) An individual's Vulnerable Sector Check;
  - b) An individual's E-PIC (for a period of three years);
  - c) An individual's Screening Disclosure Form (for a period of three years);
  - d) An individual's Screening Renewal Form (for a period of one year);
  - e) Records of any conditions attached to an individual's registration by the Screening Officer;
  - f) Records of any discipline applied to any individual by Racquetball Canada or by another sport organization.

## Appendix A – Application Form

***Note: Individuals who are applying to volunteer or work within certain positions with Racquetball Canada must complete this Application Form. Individuals need to complete an Application Form once for the position sought. If the individual is applying for a new position within Racquetball Canada, a new Application Form must be submitted.***

**Name:** \_\_\_\_\_  
First Middle Last

**Current Permanent Address:**

\_\_\_\_\_  
Street City Province Postal Code

**Date of Birth:** \_\_\_\_\_ **Gender Identity:** \_\_\_\_\_  
(M/D/Y)

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Position(s) Sought:**

\_\_\_\_\_

By signing this document below, I agree to adhere to Racquetball Canada's policies and procedures, including but not limited to the *Code of Conduct and Ethics*, *Conflict of Interest Policy*, *Privacy Policy*, and *Screening Policy*. Racquetball Canada's policies are located at the following link: <https://racquetballcanada.ca>

I recognize that I must pass certain screening requirements depending on the position sought, as outlined in the *Screening Policy*, and that the Screening Officer will determine my eligibility to volunteer or work in the position.

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Print (M/D/Y)

**SIGNATURE:** \_\_\_\_\_



## Appendix B – Screening Disclosure Form

Name: \_\_\_\_\_  
First Middle Last

Other names you have used: \_\_\_\_\_

Current Permanent Address: \_\_\_\_\_  
Street City Province Postal Code

Date of Birth: \_\_\_\_\_ (M/D/Y) Gender Identity: \_\_\_\_\_

Club (if applicable): \_\_\_\_\_ Email: \_\_\_\_\_

**Note: Failure to disclose truthful information below may be considered an intentional omission and the loss of volunteer responsibilities or other privileges**

**1. Do you have a criminal record? If so, please complete the following information for *each conviction*. If not, please leave this section blank. Attach additional pages as necessary.**

Name or Type of Offense: \_\_\_\_\_

Name and Jurisdiction of Court/Tribunal: \_\_\_\_\_

Year Convicted: \_\_\_\_\_

Penalty or Punishment Imposed: \_\_\_\_\_

Further Explanation: \_\_\_\_\_

**2. Have you ever been disciplined or sanctioned by a sport governing body or by an independent body (e.g., private tribunal, government agency, etc.) or dismissed from a coaching or volunteer position? If so, please complete the following information for each disciplinary action or sanction. If not, please leave this section blank. Attach additional pages as necessary.**

Name of disciplining or sanctioning body: \_\_\_\_\_

Date of discipline, sanction or dismissal: \_\_\_\_\_

Reasons for discipline, sanction or dismissal: \_\_\_\_\_

Penalty or Punishment Imposed: \_\_\_\_\_

Further Explanation: \_\_\_\_\_

**3. Are criminal charges or any other sanctions, including those from a sport body, private tribunal or government agency, currently pending or threatened against you? If so, please complete the following information for each pending charge or sanction. If not, please leave this section blank. Attach additional pages as necessary.**

Name or Type of Offense: \_\_\_\_\_

Name and Jurisdiction of Court/Tribunal: \_\_\_\_\_

Name of disciplining or sanctioning body: \_\_\_\_\_

Further Explanation: \_\_\_\_\_

### **PRIVACY STATEMENT**

By completing and submitting this Screening Disclosure Form, I consent and authorize Racquetball Canada to collect, use and disclose my personal information, including all information provided on the Screening Disclosure Form as well as my Enhanced Police Information Check and/or Vulnerable Sector Check and/or Driver's Abstract (when permitted by law) for the purposes of screening, implementation of Racquetball Canada's *Screening Policy*, administering membership services, and communicating with National Sport Organizations, Provincial/Territorial Sport Organizations, Sport Clubs, and other organizations involved in the governance of sport. Racquetball Canada does not distribute personal information for commercial purposes.

### **CERTIFICATION**

I hereby certify that the information contained in this Screening Disclosure Form is accurate, correct, truthful and complete.

I further certify that I will immediately inform Racquetball Canada of any changes in circumstances that would alter my original responses to this Screening Disclosure Form. Failure to do so may result in the withdrawal of volunteer responsibilities or other privileges and/or disciplinary action.

**Name:** \_\_\_\_\_  
Print

**Date:** \_\_\_\_\_  
(D/M/Y)

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

## Appendix C – Screening Renewal Form

**Name:** \_\_\_\_\_  
First Middle Last

**Current Permanent Address:**

\_\_\_\_\_  
Street City Province Postal Code

**Date of Birth:** \_\_\_\_\_ **Gender Identity:** \_\_\_\_\_  
(M/D/Y)

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form and/or Driver's Abstract ("Personal Document") to Racquetball Canada. I further certify that there are no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders, or applicable non-conviction information, and there have been no absolute and conditional discharges.

I agree that any Personal Document that I would obtain or submit on the date indicated below would be no different than the last Personal Document that I submitted to Racquetball Canada. I understand that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Personal Document to Racquetball Canada's Screening Officer instead of this form.

**I recognize that if there have been changes to the results available from any Personal Document and if I submit this form improperly, then I am subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Officer.**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Print (D/M/Y)

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

## Appendix D – Request for Vulnerable Sector Check

*Note: Racquetball Canada will be required to modify this letter to adhere to any requirements from the VSC provider*

### INTRODUCTION

Racquetball Canada is requesting a Vulnerable Sector Check for \_\_\_\_\_  
Insert individual's full name

who identifies as a \_\_\_\_\_ and who was born on \_\_\_\_\_.  
Insert gender identity Insert birth date using D/M/Y

### DESCRIPTION OF ORGANIZATION

Racquetball Canada is the not-for-profit governing organization for the sport of racquetball in Canada.

### DESCRIPTION OF ROLE

\_\_\_\_\_ will be acting as a \_\_\_\_\_.  
Insert individual's name Insert individual's role

In this role, the individual will have access to vulnerable individuals.

Insert additional information re: type and number of vulnerable individuals, frequency of access, etc.

### CONTACT INFORMATION

If more information is required from Racquetball Canada, please contact [admin@racquetballcanada.ca](mailto:admin@racquetballcanada.ca):

**Name:** \_\_\_\_\_  
Print

**Date:** \_\_\_\_\_  
(D/M/Y)

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

# RISK MANAGEMENT POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Member”* – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada;
  - b) *“Risk”* - The effect of uncertainty on achieving desired outcomes;
  - c) *“Risk Management”* - An integrated, documented and system-wide process used to identify, assess and treat risks so as to better achieve desired outcomes and reflect the organization’s values.

## Preamble

2. Racquetball Canada is committed to managing risks by ensuring its decisions and actions reflect established standards and organizational values.

## Purpose

3. The purpose of this Policy is to provide a guiding statement on how risks will be managed within Racquetball Canada. In general, Racquetball Canada views risk management as a comprehensive approach to improving organizational performance.
4. This policy has other purposes, 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 Racquetball Canada.
5. Ultimately, successful risk management has the following benefits:
  - a) Prevents or limits injury or losses to participants, volunteers and staff;
  - b) Helps to protect Racquetball Canada and its members against unnecessary litigation;
  - c) Ensures that Racquetball Canada is compliant with all applicable laws, regulations and standards;
  - d) Improves the quality and relevance of the programs and services that Racquetball Canada provides to its members, partners and sponsors;
  - e) Promotes improved business management and human resource management practices;
  - f) Enhances Racquetball Canada’s brand, reputation and image in the community;
  - g) Overall, enhances Racquetball Canada’s ability to achieve its strategic objectives.

## Principles

6. The International Standard Organization (ISO 31000:2009E) risk management principles are:
  - a) Risk management creates and protects value;
  - b) Risk management is an integral part of all organizational processes;
  - c) Risk management is part of decision making;
  - d) Risk management explicitly addresses uncertainty;
  - e) Risk management is systematic, structured and timely;
  - f) Risk management is based on the best available information;
  - g) Risk management is tailored;
  - h) Risk management considers human and cultural factors into account;
  - i) Risk management is transparent and inclusive;
  - j) Risk management is dynamic, iterative and responsive to change;
  - k) Risk management facilitates continual improvement of the organization.

### **Scope and Authority – Risk Manager**

7. The Executive Director is the designated Risk Manager for Racquetball Canada and is responsible for the implementation, maintenance, and communication of this policy. This policy applies to all decisions and activities undertaken on behalf of Racquetball Canada.

### **Policy**

8. Racquetball Canada makes the following commitments:
  - a) Activities and events undertaken by Racquetball Canada will incorporate the principles of risk management;
  - b) Systematic and explicit steps will be taken to identify, assess, manage and communicate risks facing Racquetball Canada 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);
9. Racquetball Canada 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**

10. The 'significance of a risk' refers to the combined ranking of the possibility/likelihood of a risk occurring and the consequence should it occur.
11. Possibility (P)
  - a) Unlikely - less likely to happen than not; occurs every 5 years;
  - b) Possible - just as likely to happen as not; occurs once every year;
  - c) Probably - more likely to happen than not; occurs once a month;
  - d) Almost certain - sure to happen; occurs once a week.
12. Consequence (C)
  - a) Minor - will have an impact on the achievement of the objective that can be dealt with through small internal adjustments;
  - b) Moderate - will have an impact on some aspect of the achievement of the objective that will require changes to strategy or program delivery that may require a delay or increase in cost;
  - c) Serious - will significantly impact the achievement of the objective and require additional time, resources, costs, and thought;
  - d) Catastrophic - will have a debilitating impact on the achievement of the objective; staff and board need to devote full time resources to managing the situation.

### **Commitment**

13. Risks are identified by both Directors and staff on an ongoing basis. All Low-to-Medium risks are managed by the Risk Manager and captured within program documents.
14. Risks that arise and considered to be High to Very High are treated as follows:
  - a) If a **High Risk** is identified, it must be communicated to the President or Executive Director within 48 hours of the risk being identified. The individual will take all reasonable measures to manage the risk including, but not limited to, seeking the advice from other Board members, consulting external experts, etc. Once the individual feels that the risk has been managed or is in the process of being resolved, the Board will be advised using the most appropriate communications, which depending on the nature of the risk, may

- include an issue document, sharing at the next meeting, or calling a separate Board meeting to keep the Board informed;
- b) If a **Very High** risk has been identified, the President must be contacted immediately. The President and Executive Director will determine the most appropriate action and if appropriate, may organize a Board meeting within 48 of the risk arising. It is understood that factors may arise that prevent this from happening including time zone, availability, nature of the risk, etc. All reasonable efforts will be made to manage the risk as it occurs, taking the necessary measures including, not to limited to, seeking the advice from internal partners, other Board members and external experts.

## Procedures

15. 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.

16. Risks arise from a number of categories of the operations of Racquetball Canada. The following categories will be used when identifying risks:

- a) **Operational / Program Risks**  
Risks related to the development, sanctioning, and implementation of 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 intellectual property assets.
- b) **Compliance Risks**  
Risks related to failure to comply with existing laws and regulations governing employment, privacy, and workplace safety. Also includes complying with anti-doping policies, Sport Canada, other agency standards for funding and accountability, and the 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 Racquetball Canada.
- 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.
- g) **Health and Safety of Athletes**

Risks related to the safety of athletes, abuse and/or harassment of athletes, practice or competition environment, equipment, and progressive training of athletes.

17. All risks faced by Racquetball Canada 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.
18. The above general strategies translate into a variety of risk control measures, which for Racquetball Canada 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 the organization;
  - 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, participants 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

19. To ensure that risk management remains a high priority within Racquetball Canada 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 staff (if applicable) and Directors can provide updates as required.
20. Racquetball Canada recognizes that communication is an essential part of risk management. This policy will be communicated to staff, the Board of Directors, Committees and volunteers and Racquetball Canada will encourage all members to communicate their risk management issues and concerns.

### Insurance

21. Racquetball Canada 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 Racquetball Canada. On every review of this policy, Racquetball Canada will consult with the insurance provider to determine if there are any emerging gaps, issues, or deficiencies to be addressed through insurance renewal. Not all risks are insurable. However, as part of its commitment to risk management, Racquetball Canada will take all reasonable steps to ensure that insurance coverage is available for essential activities.



# ATHLETE PROTECTION POLICY

## Definitions

1. Terms have these meanings in this Policy:
  - a) *“Athlete”* – An individual who is an Athlete participant in the Organization who is subject to the UCCMS and the policies of the Organization.
  - b) *“Person in Authority”* – An individual who holds a position of authority within Racquetball Canada including, but not limited to, coaches, managers, support personnel, chaperones, and Directors.
  - c) *“Vulnerable Participants”* – Includes minors and vulnerable adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority)

## Purpose

2. This *Athlete Protection Policy* describes how Persons in Authority shall maintain a safe sport environment for all Athletes.

## Interactions between Persons in Authority and Athletes – the ‘Rule of Two’

3. Racquetball Canada requires that the ‘Rule of Two’ be followed for all Persons in Authority who interact with Athletes, to the maximum extent feasible. The ‘Rule of Two’ is a directive that says that an Athlete must never be alone one-on-one with an unrelated Person in Authority.
4. Racquetball Canada recognizes that fully implementing the ‘Rule of Two’ may not always be possible in some instances. Consequently, at a minimum, interactions between Persons in Authority and Athletes must respect the following:
  - a) To the maximum extent possible, the training environment should be visible and accessible so that all interactions between Persons in Authority and Athletes are observable.
  - b) Private and one-on-one situations that are not observable by another adult or Athlete should be avoided to the maximum extent possible.
  - c) A Vulnerable Participant may not be alone under the supervision of a Person in Authority unless prior written permission is obtained from the Vulnerable Participant’s parent or guardian.
  - d) Persons in Authority may not invite or host Vulnerable Participants in their home without the written permission from parents or guardians or without parents or guardians having contemporaneous knowledge of the visit.

## Practices and Competitions

5. For practices and competitions, the Organization and its Members recommends:
  - a) A Person in Authority should never be alone with a Vulnerable Participant prior to or following a competition or practice unless the Person in Authority is the Vulnerable Participant’s parent or guardian
  - b) If the Vulnerable Participant is the first Athlete to arrive, the Athlete’s parent should remain until another Athlete or Person in Authority arrives
  - c) If a Vulnerable Participant would potentially be alone with a Person in Authority following a competition or practice, the Person in Authority should ask another Person in Authority (or a parent or guardian of another Athlete) to stay until all of the Athletes have been picked up. If an adult is unavailable, another Athlete, who is preferably not a Vulnerable Participant, should be present in order to avoid the Person in Authority being alone with a Vulnerable Participant
  - d) Persons in Authority giving instructions, demonstrating skills, or facilitating drills or lessons to an individual Athlete should always do so within earshot and eyesight of another Person in Authority
  - e) Persons in Authority and Athletes should take steps to achieve transparency and accountability in their interactions. For example, a Person in Authority and an Athlete who know they will be away from other

Participants for a lengthy period of time must inform another Person in Authority where they are going and when they are expected to return. Persons in Authority should always be reachable by phone or text message

### **Communications**

6. For communication between Persons in Authority and Athletes, Racquetball Canada recommends:
- a) Persons in Authority may only send texts, direct messages on social media or emails to individual Athletes when necessary and only for communicating information related to team issues and activities (e.g., non-personal information). Any such texts, messages or emails shall be professional in tone
  - b) Electronic communication between Persons in Authority and Athletes that is personal in nature should be avoided. If such personal communication is unavoidable, it must be recorded and available for review by another Person in Authority and/or by the Athlete's parent/guardian (when the Athlete is a Vulnerable Participant)
  - c) Parents/guardians may request that their child not be contacted by a Person in Authority using any form of electronic communication and/or may request that certain information about their child not be distributed in any form of electronic communication
  - d) All communication between a Person in Authority and Athletes must be between the hours of 6:00am and midnight unless extenuating circumstances justify otherwise
  - e) Communication concerning drugs or alcohol use (unless regarding its prohibition) is not permitted
  - f) No sexually explicit language or imagery or sexually oriented conversation may be communicated in any medium
  - g) Persons in Authority are not permitted to ask Athletes to keep a personal secret for them

### **Travel**

7. For travel involving Persons in Authority and Athletes, Racquetball Canada recommends:
- a) Teams or groups of Athletes shall always have at least two Persons in Authority with them
  - b) For mixed gender teams or groups of Athletes, there should be one Person in Authority from each gender
  - c) If two Persons in Authority cannot be present, reasonable efforts should be made to supplement supervision with screened parents or other volunteers
  - d) To the maximum extent possible, no Person in Authority may drive a vehicle alone with an Athlete unless the Person in Authority is the Athlete's parent or guardian
  - e) A Person in Authority may not share a hotel room or be alone with an Athlete unless the Person in Authority is the Athlete's parent/guardian or spouse
  - f) Room or bed checks during overnight stays must be done by two Persons in Authority
  - g) For overnight travel when Athletes must share a hotel room, roommates must be age-appropriate (e.g., within approximately two years of age of one another) and of the same gender identity

### **Locker Rooms / Changing Areas**

8. For locker rooms, changing areas and other closed meeting spaces, Racquetball Canada recommends:
- a) Interactions between Persons in Authority and Athletes should not occur in any area where there is a reasonable expectation of privacy such as a locker room, washroom or changing area. A second adult should be present for any necessary interaction between an adult and an Athlete in any such area
  - b) If Persons in Authority are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required, for reasons including but not limited to team communications and/or emergencies

### **Photography / Video**

9. For all photography and video of an Athlete, Racquetball Canada recommends:
- a) Photographs and video should only be taken in public view. Content must observe generally accepted

- standards of decency, and be both appropriate for and in the best interest of the Athlete
- b) The use of recording devices in areas where there is a reasonable expectation of privacy is strictly prohibited
- c) Examples of photos that shall be edited or deleted include:
  - i. Images with misplaced apparel or where undergarments are showing
  - ii. Suggestive or provocative poses
  - iii. Embarrassing images

### Physical Contact

10. Some physical contact between Persons in Authority and Athletes may be necessary for various reasons including, but not limited to, teaching a skill or tending to an injury. For physical contact, Racquetball Canada recommends:
  - a) A Person in Authority must always request permission to make physical contact from the Athlete in advance and clearly explain where and why the physical contact will occur. The Person in Authority must make clear that they are requesting to touch the Athlete and not requiring physical contact
  - b) Infrequent, incidental physical contact during a training session is not considered a violation of this policy
  - c) Non-essential physical contact may not be initiated by the Person of Authority. It is recognized that some Athletes may initiate non-essential physical contact such as hugging or other physical contact with a Person in Authority for various reasons (e.g., such as celebrating or crying after a poor performance). This physical contact should always occur in an open and observable environment.

### Enforcement

11. Any alleged violations of this *Athlete Protection Policy* shall be addressed pursuant to the *Discipline and Complaints Policy*.
12. Any violation of this Policy that may be considered “Prohibited Behaviour” or “Maltreatment” (as defined in the UCCMS) when the Respondent is an Organizational Participant who has been designated by the Organization as a UCCMS Participant (as defined in the *Code of Conduct and Ethics*), will be handled pursuant to the policies and procedures of the Office of the Sport Integrity Commissioner (“OSIC”), subject to the rights of the Organization as set out in the *Code of Conduct and Ethics* and any applicable workplace policies.

## 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 Racquetball Canada, 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, Racquetball Canada including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of Racquetball Canada.

### 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 Racquetball Canada. For example, in not-for-profit organizations, Directors are required, by law, to act as a trustee (in good faith, or in trust) of Racquetball Canada. Directors, and other stakeholders, must not put themselves in positions where making a decision on behalf of Racquetball Canada is connected to their own personal interests. That would be a conflict of interest situation.

### **Purpose**

3. Racquetball Canada strives to reduce and eliminate nearly all instances of conflict of interest at Racquetball Canada – 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 Racquetball Canada, shall always be resolved in favour of Racquetball Canada.
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 Racquetball Canada, unless such business, transaction, or other interest is properly disclosed to Racquetball Canada and approved by Racquetball Canada;
  - 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 Racquetball Canada, 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 Racquetball Canada, or in which they have an advantage or appear to have an advantage on the basis of their association with Racquetball Canada;
  - f) Without the permission of Racquetball Canada, use Racquetball Canada's property, equipment, supplies, or services for activities not associated with the performance of their official duties with Racquetball Canada;
  - g) Place themselves in positions where they could, by virtue of being a Representative of Racquetball Canada, 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 Representative of Racquetball Canada.

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

7. On an annual basis, all Racquetball Canada's Directors and candidates for election to the Board, Officers, Employees, and Committee Members will complete a **Declaration Form** (Appendix A) disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by Racquetball Canada.
8. Representatives shall disclose real or perceived conflicts of interest to Racquetball Canada's Board immediately upon becoming aware that a conflict of interest may exist.
9. Representatives shall also disclose any and all affiliations with any and all other organizations involved with the same sport. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, or Director.

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

10. Decisions or transactions that involve a conflict of interest that has been proactively disclosed by a Representative of Racquetball Canada 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 Racquetball Canada.
11. For potential conflicts of interest involving employees, Racquetball Canada'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. Racquetball Canada 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 Racquetball Canada or give rise to a conflict of interest.

### **Conflict of Interest Complaints**

12. 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 Racquetball Canada'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 teams, events, and/or activities;
  - d) Expulsion from Racquetball Canada;
  - e) Other actions as may be considered appropriate for the real or perceived conflict of interest.
13. 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 Racquetball Canada to be addressed under Racquetball Canada's *Discipline and Complaints Policy*.
14. Failure to comply with an action as determined by the Board will result in automatic suspension from Racquetball Canada until compliance occurs.
15. 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**

16. Failure to adhere to this Policy may permit discipline in accordance with Racquetball Canada's *Discipline and Complaints Policy*.

## Appendix A - Conflict of Interest Declaration Form

I have read Racquetball Canada'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:** \_\_\_\_\_  
Print

**Date:** \_\_\_\_\_  
(D/M/Y)

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

# 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)*” – The CADP is a set of rules that govern doping control in Canada. The CADP can be viewed [here](#). The 2021 CADP came into effect on January 1, 2021.
  - c) “*Organizational Participant*” – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers
  - d) “*Member*” – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada
  - e) “*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.
  - f) “*World Anti-Doping Code (WADC)*” – Set of rules that govern doping control internationally. The full policy can be viewed [here](#).

## Purpose

2. The purpose of this policy is to confirm that Racquetball Canada has adopted the 2021 CADP as its primary domestic anti-doping policy. This policy does not replace the requirements under the Code of Conduct.

## Scope and Authority

3. This policy applied to all Organizational Participants.
4. In the event of a conflict between this Policy and the 2021 CADP, the 2021 CADP shall prevail.

## Commitment, Adoption and Cooperation

5. Racquetball Canada is committed to clean sport in Canada and endorses the 2021 CADP and the WADC.
6. Racquetball Canada has adopted and agrees to abide by the CADP as it may be amended from time to time.
7. Racquetball Canada is unequivocally opposed to the practice of doping in sport on ethical, medical and legal grounds.
8. Racquetball Canada’s Board of Directors has approved and accepted the adoption of the CADP and notice and confirmation of the adoption has been provided to the CCES.
9. To ensure the adoption of the CADP is meaningful, Racquetball Canada has executed a *Canadian Anti-Doping Program Adoption Contract* with the CCES.
10. Racquetball Canada shall cooperate with the CCES’s investigations regarding potential anti-doping rule violations.

## National Athlete Pool and Athlete Support Personnel

11. Per the CADP, an 'athlete' is any person who competes in the sport at the international level or the national level. The CCES also has discretion to apply anti-doping rules to an athlete who is neither an international level athlete or a national level athlete and bring them within the definition of 'athlete'.
12. Racquetball Canada and the CCES will identify a pool of national level athletes who will be included in Racquetball Canada's National Athlete Pool (NAP). The list of NAP athletes may be updated by Racquetball Canada when required and at least on an annual basis. To identify individuals in the NAP, Racquetball Canada and the CCES will use criteria that may include the following:
  - a) Athletes who participate in national championships or selection events for national championships;
  - b) Athletes with the potential to represent Canada internationally or become a member of a national team;
  - c) Athletes who represent Canada internationally;
  - d) Athletes who receive direct or indirect financial assistance from Racquetball Canada or who benefit from any form of government sport subsidy, including the Athlete Assistance Program; and/or
  - e) Other criteria as described in the CADP.
13. Per the CADP, 'athlete support personnel' are defined as any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other person working with, treating or assisting an athlete participating in or preparing for sports competition.
14. Per the CADP, **designated** athlete support personnel are specifically identified by Racquetball Canada as those individuals who are:
  - a) Working as athlete support personnel under contract with or under the direct control and/or supervision of Racquetball Canada; and
  - b) Providing training, treatment and assistance to athletes preparing for sports competition at the elite level, which includes NAP athletes, development teams and national team members
15. Racquetball Canada and the CCES will identify designated athlete support personnel. The list of designated athlete support personnel may be updated by Racquetball Canada when required and at least on an annual basis.

### **Education and Training**

16. Racquetball Canada will provide regular information and news on the CADP domestically and internationally and will arrange for the presentation of an anti-doping educational program with support material from the CCES to groups of athletes and athlete support personnel at camps and competitions whenever possible. Anti-doping links and resources are provided as **Appendix A**.

### *Athletes*

17. Racquetball Canada will ensure that every athlete and other person participating in the sport who is subject to the CADP by way of Racquetball Canada's adoption of the CADP knows that they are subject to the anti-doping rules contained in the CADP and are appropriately informed.
18. Racquetball Canada will ensure that the CCES's anti-doping e-learning is completed by all NAP athletes after being named to the NAP. The CCES and Racquetball Canada will work cooperatively to design and deliver appropriate anti-doping education to all NAP athletes who have taken the CCES's standard anti-doping e-learning at least once.
19. Every athlete in the NAP must execute a contract with Racquetball Canada upon being named to the NAP and on an annual basis, which contains the clauses described in Annex B of the *Canadian Anti-Doping Program Adoption Contract* that Racquetball Canada signs with the CCES. These clauses may be contained in the CCES's anti-doping e-learning, in an Athlete Agreement, or in another document.

### *Designated Athlete Support Personnel*



20. Racquetball Canada will ensure that the CCES's anti-doping e-learning is completed by designated athlete support personnel.
21. Every designated athlete support personnel must execute a contract with Racquetball Canada upon being named a designated athlete support personnel and on an annual basis, which contains the clauses described in Annex C of the *Canadian Anti-Doping Program Adoption Contract* that Racquetball Canada signs with the CCES. These clauses may be contained in the CCES's anti-doping e-learning, in an Athlete Support Personnel Agreement, or in another document.

### **Sanctions and Reciprocity**

22. Racquetball Canada will comply with the CADP with respect to public announcements of positive test results.
23. Racquetball Canada will respect any penalty enacted pursuant to the breach of the CADP whether imposed by WADA or the CCES.
24. Racquetball Canada will respect the sanctions applied to an Organizational Participant due to an anti-doping rule violation, whether imposed by WADA, the CCES, or any national or provincial sport organization.
25. All Organizational Participants sanctioned for an anti-doping rule violation will be ineligible to participate in any role with Racquetball Canada or in any competition or activity organized, convened, held, or sanctioned by Racquetball Canada as per the penalties imposed.

## Appendix A – Anti-Doping Links and Resources

### Anti-Doping and Values-Based Sport Information:

- CCES website: [www.cces.ca](http://www.cces.ca)
- True Sport website: [www.truesport.ca](http://www.truesport.ca)
- CCES E-Learning: contact the CCES for additional information
- CCES Advisory Notes and Media Releases: [www.cces.ca/subscribe](http://www.cces.ca/subscribe)

### Substance Information:

- Global DRO: [www.globaldro.com](http://www.globaldro.com)
- Contacting the CCES: 1-800-672-7775 or [substances@cces.ca](mailto:substances@cces.ca)

### Therapeutic Use Exemptions (TUEs):

- CCES Medical Exemption Wizard: [www.cces.ca/mewizard](http://www.cces.ca/mewizard)
- Contacting the CCES: 1-800-672-7775 or [tue-aut@cces.ca](mailto:tue-aut@cces.ca)

### Report Doping:

- Report Doping Hotline: 1-800-710-CCES or [www.cces.ca/reportdoping](http://www.cces.ca/reportdoping)

**Note:** Various printed resources are available.

Contact the CCES for more information ([education@cces.ca](mailto:education@cces.ca) or 1-800-672-7775).

## 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;
  - b) “*Events*” - All National events sanctioned by Racquetball Canada;

### Purpose

2. Racquetball Canada 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 Racquetball Canada in its use of both official languages in its activities and services.

### Scope and Authority

3. This policy applies to Racquetball Canada and its activities.
4. Each program is responsible for coordinating translation services for Racquetball Canada. It is their responsibility to ensure essential information regarding their program are available in both official languages. Each program will coordinate with Racquetball Canada as needed.
5. Racquetball Canada is obligated by the Government of Canada to recognize that the English and French languages have equal status in Canada. Sport Canada requires Racquetball Canada to comply with the spirit of the *Official Languages Act* when both official language communities are being served.

### Provisions

6. Racquetball Canada recognizes English and French as its official languages.
7. Racquetball Canada will maintain the capability to communicate with its members, registered participants, and with the broader public in both official languages.
8. Racquetball Canada shall endeavour to provide all services and programs in both official languages.
9. Racquetball Canada 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 of Racquetball Canada are expected to be practical when applying this provision to email correspondence.
10. All publications of a technical nature 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.
11. All official documents relating to the governance of Racquetball Canada, such as Bylaws, Policies, and Strategic Plans will be provided in both official languages.
12. Media releases regarding issues of national importance shall be issued simultaneously in both official languages. Racquetball Canada will make every effort to translate routine media releases.
13. Racquetball Canada will work to expand the bilingual services available at national level competitions and events sanctioned by Racquetball Canada. Public Service Announcements, including recognition of partners, will be made in both Official Languages.

14. Racquetball Canada will ensure forms created for the general public are written in both English and in French.
15. Any advertising initiated by Racquetball Canada (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.

**Communication**

16. Once the policy is approved, it will immediately be communicated to those who will be responsible for its implementation and Individuals who will be affected.
17. The policy will be communicated broadly and Racquetball Canada will provide suitable education about the policy.

## CONFIDENTIALITY POLICY

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Confidential Information”* – Personal information of Participants including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, information submitted as part of a screening process, and information submitted as part of a complaint, appeal, or dispute resolution process. Additionally, *Confidential Information* also includes information considered to be intellectual property of the Organization such as data, proprietary information, membership lists, customer information, business information, and trade secrets;
  - b) *“Organizational Participant”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers
  - c) *“Member”* – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada
  - d) *“Representative”* Refers to individuals employed by, or engaged in activities on behalf of, the Organization. Representatives include, but are not limited to, staff, administrators, committee members, contractors, volunteers, and Directors and Officers;

### Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information.

### Scope and Application

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

### Responsibilities

6. Representatives will not, either during the period of their involvement/employment with the Organization or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the Organization.

### Intellectual Property

8. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with the Organization will be owned solely by the Organization, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The Organization may grant permission for others to use its intellectual property.

9. Confidential Information that is intellectual property of the Organization will remain the property of the Organization and, upon cessation of involvement/employment with the Organization, for any reason, or upon request of the Organization, Representatives will immediately return this information, as well as copies and reproductions, and any other media containing this information.

**Enforcement**

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



## DIVERSITY, EQUITY, AND INCLUSION POLICY

### Definitions

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

### Purpose

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

### Participation

3. Racquetball Canada will enhance the quality of, and increase the level of participation in, Racquetball Canada’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 no barriers to participation in Racquetball Canada’s programs, training, and coaching opportunities;
  - d) Dealing with any incidence of discriminatory behaviour according to Racquetball Canada’s *Code of Conduct and Ethics* and *Discipline and Complaints Policy*.

### Programming

4. Racquetball Canada is committed to creating and supporting programs for sport organizations that address diversity, equity, and inclusion issues in sport. For example, Racquetball Canada will:
  - a) Ensure that the achievement of equitable opportunities is a key consideration when developing, updating, or delivering Racquetball Canada’s programs and policies;
  - b) Create and support new programming that specifically addresses diversity, equity, and inclusion;
  - c) Monitor and evaluate the success of its diversity, equity, and inclusion programming.

### Decision-Making

5. Racquetball Canada will encourage balanced representation by Under-Represented Groups on its Board of Directors and on all committees.
6. Racquetball Canada will work toward achieving gender parity on its Board of Directors by ensuring that at least 40% of the nominees for positions on the Board of Directors are from the minority gender identity.

### Human Resource Management

7. As part of its commitment to the use of equitable human resource management practices, Racquetball Canada will:
  - a) Adopt, when possible, family-friendly work practices such as flex-time, job-sharing and home-based offices;
  - b) Provide a physically accessible workplace environment;
  - c) Ensure a non-smoking environment;



- d) Use non-discriminatory interview techniques;
- e) 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.

#### **Communications**

- 8. Racquetball Canada will ensure that Under-Represented Groups are portrayed equitably in promotional materials and official publications, and that gender-neutral language is used in all communications.

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

- 9. Racquetball Canada 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.

#### **Reporting**

- 10. Any violation of this Policy that may be considered “Prohibited Behaviour” or “Maltreatment” (as defined in the UCCMS) when the Respondent is an Organizational Participant who has been designated by the Organization as a UCCMS Participant (as defined in the *Code of Conduct and Ethics*), will be handled pursuant to the policies and procedures of the Office of the Sport Integrity Commissioner (“OSIC”), subject to the rights of the Organization as set out in the *Code of Conduct and Ethics* and any applicable workplace policies.

#### **Evaluation**

- 11. Racquetball Canada will continually monitor and evaluate its inclusion, equity, and diversity progress.

## TRAVEL POLICY

### Purpose

1. The purpose of this Policy is to inform athletes, parents, and coaches travelling to events outside of Canada of their responsibilities and the expectations of Racquetball Canada.

### Application of this Policy

2. Specific individuals have responsibilities when national teams travel outside of the country. These individuals include:
  - a) Parents traveling with the athlete;
  - b) Parents not traveling with the athlete;
  - c) Chaperones;
  - d) Coaches;
  - e) Team Managers;
  - f) Athletes.

### Travel Consent Form

3. Minor athletes traveling with individuals other than their parent/guardian must keep with them a Travel Consent Form (signed by their parent/guardian). A Travel Consent Form is provided as **Appendix A**.

### Responsibilities

4. Parents traveling with a minor athlete are responsible for their child during the entirety of the event and have the following additional responsibilities:
  - a) Pay all event fees prior to the start of travel;
  - b) Register for event accommodations in a timely manner. Accommodations outside of those arranged by the manager (such as staying with family, or at a different hotel) must be approved by the coach in advance of arrangements being made;
  - c) Punctual drop off and pick up of their children at times and places indicated by coaches;
  - d) Adhere to coach or manager requests for parent meetings, team meetings, or team functions and be punctual to such events;
  - e) Adhere to coach requests for athlete curfew times;
  - f) Adhere to coach requests for limiting outside activities (swimming, shopping, etc.);
  - g) Report any athlete illness or injury;
  - h) Report any incident likely to bring discredit to Racquetball Canada;
  - i) Adhere to Racquetball Canada's policies and procedures, particularly the *Code of Conduct and Ethics and the UCCMS*;
  - j) Ensure that all passports are valid and not expired.
5. Parents not traveling with the athlete have the following responsibilities:
  - a) Assign to their child a chaperone;
  - b) Provide the chaperone with a Travel Consent Form;
  - c) Provide the chaperone with emergency contact information;
  - d) Provide the chaperone with any necessary medical information;
  - e) Pay all event fees prior to the start of travel;
  - f) Provide the child with enough funds to pay for food and incidentals;
  - g) Ensure that all passports are valid and not expired.
6. Chaperones have the following responsibilities:
  - a) Obtain and carry any Travel Consent Forms, emergency contact information, and medical information;
  - b) Punctual drop off and pick up of their children at times and places indicated by coaches;

- c) Adhere to coach or manager requests for parent meetings, team meetings, or team functions and be punctual to such events;
- d) Adhere to coach requests for athlete curfew times;
- e) Adhere to coach requests for limiting outside activities (swimming, shopping, etc.);
- f) Report any athlete illness or injury;
- g) Report any incident likely to bring discredit to Racquetball Canada;
- h) Inspect hotel rooms rented for damage before check in and after check out. Report any damage to the coach;
- i) Approve visitors to the athlete accommodations, at their discretion;
- j) Adhere to Racquetball Canada's policies and procedures, particularly the *Code of Conduct and Ethics*.

7. Coaches have the following responsibilities:

- a) Arrange all team meetings and training sessions;
- b) Determine curfew times;
- c) Work in close co-operation with the chaperones on all non-sport matters;
- d) Report to Racquetball Canada any incident likely to bring discredit to Racquetball Canada;
- e) Together with the chaperones, decide temporary disciplinary action to be taken at the scene of an incident, and report such incident and action to the parents of the athletes involved as well as to Racquetball Canada for further disciplinary action, if applicable, under Racquetball Canada's *Discipline and Complaints Policy*;
- f) Adhere to Racquetball Canada's policies and procedures, particularly the *Code of Conduct and Ethics*.

8. Team/Event Managers/Leaders have the following responsibilities:

- a) Ensure an appropriate chaperone-to-athlete ratio that does not exceed five athletes per chaperone;
- b) Organize accommodations and inform parents and chaperones how to register and pay for accommodations;
- c) Room female and male athletes separately. Coaches and chaperones must be roomed separately from athletes, unless the athlete is the child of the coach or chaperone;
- d) Coordinate and collect all travel expenses from parents.

9. Athletes have the following responsibilities:

- a) Arrive at each event ready to participate;
- b) Make any visitor requests to chaperones before the visit is expected;
- c) Represent Racquetball Canada to the best of their abilities at all times;
- d) Communicate any problems or concerns to the coaches and chaperone just as they would their own parents;
- e) Check in with the chaperone when leaving their rooms;
- f) Not leave the hotel alone or without permission of the coach/chaperone and check-in when returning;
- g) Adhere to Racquetball Canada's policies and procedures, particularly the *Code of Conduct and Ethics*.

## Appendix A - Travel Consent Form

To whom it may concern,

I / we, the parent(s)/guardian(s) of \_\_\_\_\_ officially give my / our consent for my / our minor child to travel with the following individuals who are also associated with Racquetball Canada:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My / our child was born on \_\_\_\_\_ at the location of \_\_\_\_\_. If required, my / our child's passport number is \_\_\_\_\_. Attached to this form is a list of any additional medical needs my / our child requires.

I / we understand that the event is a \_\_\_\_\_ which is located in \_\_\_\_\_. Barring extenuating circumstances the event should last for a duration of \_\_\_\_\_ days between the dates of \_\_\_\_\_ and \_\_\_\_\_.

If there are any questions about the consent provided, I / we can be reached at the following telephone number(s) \_\_\_\_\_ and the following email addresses \_\_\_\_\_.

Sincerely,

**Name:** \_\_\_\_\_  
Print

**Date:** \_\_\_\_\_  
(D/M/Y)

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

## **FINANCIAL POLICY**

### **Definitions**

1. The following terms have these meanings in this Policy:
  - a) *“Representative”* – Individuals employed by, or engaged in activities on behalf of, Racquetball Canada including: coaches, convenors, officials, staff members, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of Racquetball Canada.

### **Purpose**

2. Racquetball Canada will function as a Not-For-Profit organization and all fundraising, fees, sponsorship, and grants will be used for the on-going development of the sport and the betterment of Racquetball Canada.
3. The purpose of this Policy is to guide the financial management practices of Racquetball Canada.

### **Budget and Reports**

4. Racquetball Canada’s Board of Directors will develop and approve an annual budget which will contain Racquetball Canada’s total anticipated expenditures and revenues.
5. The Treasurer (or designate) will, at the Annual Meeting, present Financial Statements as required by applicable legislation and any other report as determined by the Board.
6. The financial statements of Racquetball Canada will be reviewed in accordance with applicable legislation by an auditor.

### **Fiscal Year**

7. Racquetball Canada’s fiscal year will be as described in Racquetball Canada’s Bylaws.

### **Banking – Revenue**

8. Registration fees shall be reviewed annually by the Treasurer (or designate) who will make recommendations to the Board; which shall approve fees for each year well in advance of the start of the registration year.
9. All money received by Racquetball Canada will be placed into a general fund and will be used for all necessary and permitted purposes for the operation of Racquetball Canada, as determined by Racquetball Canada’s Board of Directors.
10. All money received by Racquetball Canada will be deposited, in the name of Racquetball Canada, with a reputable financial institution.

### **Signing Officers**

11. All contracts, documents, or any other instruments in writing requiring the signature of Racquetball Canada shall be signed by at least two of the following:
  - a) Executive Director;
  - b) President;
  - c) Director or Administrator of Finance;
  - d) A Director appointed by the Board as a signing authority;
  - e) A Staff member appointed by the Board as a signing authority.

12. Any contracts, documents or any other instruments in writing which have been approved in Racquetball Canada's budget that are under \$10,000 are not subject to this section and may be executed by the Treasurer or any individual delegated such signing authority by the Board.
13. All cheques of \$10,000 or above require signatures from two (2) of the following:
  - a) Executive Director;
  - b) President;
  - c) Director of Finance;
  - d) Director appointed by the Board;
  - e) Staff member appointed by the Board.
14. All cheques over \$2000.00 payable to any signing authority will not be signed by that signing authority.

### **Expenses**

15. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by Racquetball Canada's Treasurer (or designate).
16. Approved expenses are to be claimed and reported no later than thirty (30) days following the date of the expense. Expenses submitted beyond the thirty (30) day reporting requirement will be paid only upon the Board's approval.
17. Any expenditure not approved within the annual budget will be approved by the Board prior to any such expenditure. Without the Board's approval, the expenditure will not be paid by Racquetball Canada unless determined otherwise by the Board.

### **Accounts**

18. Accounts receivable terms are net ninety (90) days from the date of invoice.
19. Accounts payable will be paid within the terms of the supplier invoice. Where no terms are specified, accounts will be paid within thirty (30) days.

### **Credit Card**

20. With the approval of the Board, Racquetball Canada may acquire credit cards for the use of staff members who are required to make purchases on a regular basis for travel, accommodation, and other expenses related to their duties on behalf of Racquetball Canada. The Board will determine who receives credit cards and what the credit card limits will be.
21. Credit card holders will be responsible for all charges made on credit cards issued in their name.
22. Credit cards must only be used for authorized payments that include:
  - a) Payment of actual and reasonable expenses incurred on authorized business, including travel and accommodation, where it is not feasible for these costs to have been paid in advance of the expense being incurred or for the costs to be invoiced to Racquetball Canada;
  - b) Purchase of goods or budgeted items.
23. For the purposes of this Policy, expenses included in an annual budget as approved by the Board are considered to be authorized. Expenses that fall outside the approved budget must be approved before being charged to a credit card.
24. Credit cards are not to be used for any personal expenses.

25. All expenses charged to a credit card should be supported by a credit card receipt issued by the merchant or a detailed supplier invoice to confirm that the expenses are properly incurred on business of Racquetball Canada.
26. Under no circumstances are cash advances to be drawn on credit cards.
27. In addition, the following individuals have credit card responsibilities:
  - a) Cardholders must:
    - i. not allow another person to use the card;
    - ii. protect the pin number of the card;
    - iii. only purchase within the credit limit of the card;
    - iv. notify the credit card company if the card is lost or stolen;
    - v. keep the card with them at all times, or in a secure location;
    - vi. forward to Racquetball Canada's Treasurer (or designate), on a monthly basis, all receipts for expenses charged to the card in the previous month;
    - vii. surrender the credit card upon the cardholder ceasing to perform the role for which the card was issued.
  - b) Racquetball Canada's Treasurer (or designate) must:
    - i. ensure that each credit card issued to an individual is paid in full on a monthly basis;
    - ii. review and reconcile each credit card statement on a monthly basis;
    - iii. bring to the attention of the Board any credit card expense which does not appear to be authorized under this policy;
    - iv. recover from the cardholder any funds owing for unauthorized expenses.

#### **Expense Claims**

28. Representatives may submit expense claims to the Treasurer (or designate) for personal expenses incurred in performing their duties for Racquetball Canada. Generally, only expenses pre-approved by Racquetball Canada's Treasurer (or designate) will be reimbursed – and only within three months of the incurred expense. Expense claims must include:
  - a) The exact amount of each separate expense;
  - b) The date on which the expense occurred;
  - c) The place and location of the expense;
  - d) The purpose of the expense;
  - e) A receipt for the expense.
29. Representatives may submit expense claims to Racquetball Canada's Treasurer (or designate) for travel and/or accommodation expenses for conferences, tournaments, provincial meetings, or national meetings; provided the expected expense reimbursement amount is pre-approved by Racquetball Canada Treasurer (or designate).
30. Generally, no cash advances will be provided. If there is a need for a cash advance, a request must be made to the Treasurer for approval of the advance.
31. Expenses will be reimbursed in amounts outlined in the following table:

Expense	Rate	Notes
Travel – Mileage up to 50 km return travel	Nil	
Travel – Mileage over 50 km return travel	\$0.40 per kilometre	
Travel – Air	Lowest economy	Prior approval required

Breakfast	\$14.00	Receipts not required
Lunch	\$15.00	Receipts not required
Dinner	\$22.00	Receipts not required
Full Day	\$51.00	Receipts not required
Accommodation	Double occupancy	All personnel unless specified
Accommodation	Single occupancy	Only the President
Accommodation with Friends or Family	\$12.00 / day	Receipts not required
Travel Status (conducting the business of Racquetball Canada for at least 12 hours a day)	\$10.00 / day inside Canada \$20.00 / day outside Canada	
Incidental expenses	Actual cost	Receipt required

32. Racquetball Canada will not reimburse for costs above the specified rates without prior approval of the Treasurer. Where costs above the specified rates are approved, receipts must be provided.

### **Travel and Accommodation Expenses**

33. Air travel is to be booked through Racquetball Canada whenever possible. Air travel including fares and itineraries is to be approved in advance by the Treasurer (or designate). In no circumstance will fares above the economy fare be reimbursed. Car travel will be reimbursed at the mileage rate specified in this Policy. Car rentals will be reimbursed where authorized. Reimbursement will be for compact size cars through an authorized agency at the most economical rate possible. Individuals are expected to travel as foot-passengers where possible. Advance booking fees will be reimbursed where required by the nature and purpose of the travel.
34. Whenever possible, the Representatives who are attending the same event should travel together and stay with friends or event organizers where possible. However, only the driver may submit car-related expenses
35. Accommodation will be reimbursed based on single occupancy for Racquetball Canada's President. All other accommodation will be reimbursed based on double occupancy.
36. Racquetball Canada will not provide reimbursement for parking tickets, speeding tickets or fines for any other violations.
37. A Representative attending an event where meals are not provided may request a per-diem allowance before attending the event. Per-diem rates are listed in the above table and do not require receipts. Individuals will not be reimbursed where meals are provided as part of an event or where meals are included in the accommodation rate.

### **Other Expenses**

38. Representatives may be reimbursed for long distance telephone calls provided the expenses were Racquetball Canada-related. Expense claims for telephone expenses must include the name of the person called, their connection to Racquetball Canada, and the purpose of the call. Telephone expenses in excess of \$80.00 will not be reimbursed.
39. Actual and reasonable expenses for items such as parking, telephones and copying may be reimbursed. Receipts must be provided for all such expenses.

### **NSF Charges**



40. Racquetball Canada will charge a twenty-five dollar (\$25.00) charge on all NSF Cheques.

**Replacement Cheques**

41. Lost or missing cheques will not be re-issued until after the next applicable month end reconciliation has taken place.

42. Cheques that need to be replaced due to loss will be assessed a five dollar (\$5.00) administration fee.

43. Lost or missing cheques that have not been claimed by Racquetball Canada's year end will not be reissued.

# 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 Racquetball Canada collects, uses, safeguards, discloses and disposes of personal information, and states Racquetball Canada's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and Racquetball Canada'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 Racquetball Canada 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, coaches, officials, managers, trainers, volunteers, administrators, contractors and registered participants within Racquetball Canada.

## 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 Racquetball Canada.
5. Ruling on Policy – Except as provided in the *PIPEDA*, the Board of Directors of Racquetball Canada will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

## Obligations

6. Statutory Obligations – Racquetball Canada is governed by the *Personal Information Protection, Electronic Documents PIPEDA* in matters involving the collection, use and disclosure of personal information.
7. Additional Obligations – In addition to fulfilling all requirements of the *PIPEDA*, Racquetball Canada and its Representatives will also fulfill the additional requirements of this Policy. Representatives of Racquetball Canada 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 Racquetball Canada; 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 [execdirector@racquetballcanada.ca](mailto:execdirector@racquetballcanada.ca).
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 Racquetball Canada's privacy policies and practices.
10. Employees – Racquetball Canada shall be responsible to ensure that the employees, contractors, agents, or otherwise of Racquetball Canada are compliant with the *PIPEDA* 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 Racquetball Canada 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 determine level of coaching certification and qualifications;
  - c) Coach selection;
  - d) Database entry to determine level of officiating certification and qualifications;
  - e) Determination of eligibility, age group and appropriate level of competition;
  - f) Implementation of Racquetball Canada's screening program;
  - g) Promotion and sale of merchandise;
  - h) Medical emergency;
  - i) Athlete registration, outfitting uniforms, monitoring eligibility, arranging travel and various components of athlete and team selection;
  - j) Registration with Racquetball Canada or at competitions;
  - k) Implementation of anti-doping policies and drug testing;
  - l) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion;
  - m) Purchasing equipment, manuals, resources and other products;
  - n) Publishing articles, media relations and posting on Racquetball Canada website, displays or posters;
  - o) Determination of membership demographics and program wants and needs;
  - p) Managing payroll, health benefits, insurance claims and insurance investigations; and
  - q) Posting images, likeness or other identifiable attributes to promote Racquetball Canada on its website, displays or posters.
12. Purposes not Identified – Racquetball Canada 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 – Racquetball Canada shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. Racquetball Canada may collect personal information without consent where reasonable to do so and where permitted by law.

14. Implied Consent – By providing personal information to Racquetball Canada, 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. Racquetball Canada 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 – Racquetball Canada 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 *PIPEDA*.
18. Exceptions for Use – Racquetball Canada may use personal information without the individual's knowledge or consent only:
  - a) If Racquetball Canada 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 *PIPEDA*;
  - 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 – Racquetball Canada may disclose personal information without the individual's knowledge or consent only:
  - a) To a lawyer representing Racquetball Canada;
  - b) To collect a debt the individual owes to Racquetball Canada;
  - 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 *PIPEDA* or government institution on Racquetball Canada's initiative when Racquetball Canada 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 (Racquetball Canada 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 – Racquetball Canada 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 Racquetball Canada, 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 – Racquetball Canada 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 – Racquetball Canada 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, Racquetball Canada will keep records of the breach and inform affected individuals.

### **Individual Access**

- 27. Access – Upon written request, and with assistance from Racquetball Canada, 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, Racquetball Canada shall inform the individual the reasons for the refusal and the associated provisions of the *PIPEDA*
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 *PIPEDA* to the designated individual accountable for compliance.
33. Procedures – Upon receipt of a complaint Racquetball Canada 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 Organization personnel or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) days of receipt of the complaint;
  - e) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a written report to Racquetball Canada; 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 – Racquetball Canada shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, coach and other decision-maker within Racquetball Canada 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 Racquetball Canada has contravened or is about to contravene the *PIPEDA*;
  - 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 *PIPEDA*; or
  - c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the *PIPEDA*.

### **IP Address**

35. IP Address – Racquetball Canada does not collect, use or disclose personal information such as an IP Addresses.

### **Applicable Law**

36. Applicable Law – Racquetball Canada website is created and controlled by Racquetball Canada in the province of Manitoba. As such, the laws of the province of Manitoba shall govern these disclaimers, terms and conditions.

# IMPAIRMENT AND ACCOMMODATION POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Accommodation”* – The obligation to take steps to adjust rules, policies, or practices that have a negative impact on Individuals based on prohibited grounds of Discrimination;
  - b) *“Discrimination”* – Differential treatment of an individual based on one or more prohibited grounds which include race, citizenship, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability;
  - c) *“Organizational Participant”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers;
  - a) *“Member”* – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada;
  - d) *“Prescription Medication”* – throughout this Policy shall be understood to be medication that an Individual has been validly prescribed by a medical practitioner;
  - e) *“Workplace”* – Any place where business or work-related activities are conducted. Workplaces include but are not limited to, Racquetball Canada’s office, work-related social functions, work assignments outside Racquetball Canada’s offices, work-related travel, training and competition venues, and work-related conferences or training sessions.

## Purpose

2. This Policy describes how Racquetball Canada will manage situations of impairment or potential impairment in the Workplace from an Organizational Participant’s use of legal or illegal drugs or substances, alcohol, or prescription medication, as well as potential sanctions for Organizational Participants who are found to be impaired in the Workplace in a manner that contravenes this Policy or any of Racquetball Canada’s relevant and applicable policies.
3. This Policy also describes how and when Racquetball Canada will make accommodations for Organizational Participants who require the use of prescription medication that may cause impairment in the Workplace or who have a diagnosed substance dependency on any legal or illegal drug or substance, alcohol, or prescription medication which may or may not cause impairment in the Workplace. Such substance dependency may be considered to be a disability if diagnosed by a relevant healthcare professional.

## Scope and Application of this Policy

4. This Policy applies to all Organizational Participants and to situations arising in the Workplace.
5. Whenever this Policy is found to be in conflict with relevant and applicable legislation, the legislation shall prevail.

## Impairment

6. Impairment in the Workplace, subject to the **Accommodation** section of this Policy, is not permitted.
7. Impairment by Organizational Participants in areas other than the Workplace may or may not be permitted, pursuant to the category of Organizational Participant and level of impairment, as described in Racquetball Canada’s standards of conduct for each category of Organizational Participant.

## Signs of Impairment

8. Signs of impairment include, but are not limited to:
  - a) Personality changes or erratic behaviour (e.g., increased personal conflicts, over-reaction to criticism);

- b) Nervousness, sleepiness, poor memory, overly talkative, fatigued;
- c) Working in an unsafe manner;
- d) Altered appearance (e.g., odour of drugs or alcohol, glassy or red eyes, sweating, unsteady gait, slurring, poor coordination or balance);
- e) Slurred speech, rambling, confused;
- f) Citations for driving under the influence, or tickets or arrests for other criminal acts; or
- g) Consistent lateness, absenteeism, or reduced productivity or quality of work.

### **Accommodation**

9. Organizational Participants seeking an accommodation from Racquetball Canada shall provide Racquetball Canada with documented evidence from their relevant healthcare professional with a written description of the Workplace accommodations that the Organizational Participant's healthcare professional considers to be appropriate.
10. If Racquetball Canada becomes aware of a medical prescription for a diagnosed medical condition, a diagnosed substance dependency, or prohibited substance use by an Organizational Participant who is an *athlete* (either by voluntary disclosure, complaint, or positive drug test), Racquetball Canada will follow the steps as described in the **Substance Use by an Athlete** section of this Policy.

### *Disclosing Medical Prescription/Condition*

11. An Organizational Participant who has a medical prescription for a diagnosed medical condition that may cause impairment in the Workplace may be accommodated by Racquetball Canada. Racquetball Canada will provide reasonable accommodation, to the point of undue hardship, unless there is reasonable justification to consider otherwise. In these cases, Racquetball Canada will:
  - a) Discuss accommodation, based on the measures that the Organizational Participant's healthcare professional considers to be appropriate and which have been provided to Racquetball Canada by the Organizational Participant.

### *Disclosing Substance Dependency*

12. An Organizational Participant who discloses a diagnosed substance dependency to Racquetball Canada will be treated with compassion and respect and may be accommodated by Racquetball Canada. Racquetball Canada will provide reasonable accommodation, to the point of undue hardship, unless there is reasonable justification to consider otherwise. In these cases, Racquetball Canada will:
  - a) Assist the Organizational Participant with obtaining support and resources that will accommodate their Workplace circumstances; however, such support and resources may or may not include financial resources, as determined by Racquetball Canada; and
  - b) Discuss accommodation, based on the measures that the Organizational Participant's healthcare professional considers to be appropriate and which have been provided to Racquetball Canada by the Organizational Participant.

### *Racquetball Canada Becomes Aware of Substance Dependency*

13. Racquetball Canada is aware that not all Organizational Participants will disclose a diagnosed substance dependency. Racquetball Canada understands that it has a duty to inquire when it recognizes **Signs of Impairment** (described in Section 8 of this Policy) that may require reasonable accommodation or for Racquetball Canada to take necessary and proportionate steps to manage an Organizational Participant's diagnosed disability.
14. Should the Organizational Participant display signs of impairment, but not have or admit to a diagnosed substance dependency or ask for an accommodation, Racquetball Canada will outline potential consequences of the Organizational Participant's behaviour (such as sanctions, complaints, or dismissal in the case of an employee or contractor).



### *Procedures*

15. Any medical information voluntarily shared by the Organizational Participant with Racquetball Canada will not be disclosed to any third-parties or to any Organizational Participants or supervisors who are not directly involved with the Organizational Participant's work and/or any Workplace accommodation.
16. After reviewing written documentation from an Organizational Participant's physician or healthcare professional, Racquetball Canada will provide reasonable Workplace accommodation for the Organizational Participant, to the point of undue hardship or there is reasonable justification to consider otherwise.
17. In preparation for the Workplace accommodation, Racquetball Canada will review the Organizational Participant's tasks and objectives and determine what needs to be accommodated, and what can and cannot be accommodated. Such determinations will form the basis of the Organizational Participant's Workplace accommodation plan.
18. An Organizational Participant's Workplace accommodation plan should:
  - a) Be completed and signed by Racquetball Canada, the Organizational Participant, and the Organizational Participant's supervisor (if any);
  - b) Identify the specific Workplace accommodation measures or solutions;
  - c) Be flexible;
  - d) Identify certain behaviours that may be significant; and
  - e) If necessary, describe a 'return to work agreement' in the event of a prolonged absence.
19. If Racquetball Canada provides Workplace accommodation to an Organizational Participant who may be impaired from the use of prescription medication for a diagnosed medical condition, or who has a diagnosed substance dependency defined as a disability, this will not preclude Racquetball Canada from imposing sanctions against the Organizational Participant as described in this Policy and/or Racquetball Canada's *Discipline and Complaints Policy* and as may be applicable and necessary in the circumstances.

### **Substance Use by an Athlete**

20. Racquetball Canada is committed to clean sport and endorses the 2021 Canadian Anti-Doping Program and the World Anti-Doping Code. Racquetball Canada confirms that it has adopted and/or commits to respect the 2015 CADP as its primary domestic anti-doping policy.
21. Athletes are responsible for knowing whether they are using or will need to use any prescription medication(s) that contain prohibited substances. The current List of Prohibited Substances can be found online on website of the World Anti-Doping Agency or the Canadian Centre for Ethics in Sport.
22. Racquetball Canada will approach certain substance use by athletes in the following manner:
  - a) *Athlete requires the use of a prescription medication that contains a prohibited substance* – the athlete must consult with the Canadian Centre for Ethics and Sport ("CCES") to determine whether the athlete can obtain a Therapeutic Use Exemption;
  - b) *Athlete requires the use of a prescription medication that may cause impairment* – Racquetball Canada shall determine whether the athlete may continue to train or compete while using a prescription medication that may cause impairment or whether any accommodations can be made while the athlete requires the use of the prescription medication. Such a determination will be made by Racquetball Canada following consultation with relevant medical professionals and in consideration of the safety of the athlete and other participants;
  - c) *Athlete reveals diagnosed substance dependency* – Racquetball Canada will provide the athlete with any assistance and/or resources that it can reasonably provide; direct the athlete to healthcare professionals as appropriate. Depending on the dependency, Racquetball Canada may or may not decide to prohibit the athlete from participating in training or competitions, either as a sanction (as described in this Policy or in

any other relevant and applicable policy, including Racquetball Canada's *Discipline and Complaints Policy*) or as a preventive safety measure for the athlete or for the safety of other participants, or impose any other **Sanction** permitted by a relevant and applicable policy;

- d) *Athlete has positive drug test* – Racquetball Canada will respect to the 2021 Canadian Anti-Doping Program, as well as its own policies for Anti-Doping and Discipline and Complaints (as applicable), and any direction or sanction from the CCES or the World Anti-Doping Agency.

## **Sanctions**

23. Racquetball Canada may apply sanctions in the following circumstances:

- a) When an Organizational Participant is impaired in the Workplace;
- b) When an Organizational Participant's impairment violates Racquetball Canada's *Code of Conduct and Ethics*; or
- c) When an Organizational Participant who has been provided a Workplace accommodation performs tasks that are outside the scope of that accommodation.

24. Sanctions that may be imposed include:

- a) Removal from the area or Workplace (by sending the Organizational Participant home with appropriate transportation, if necessary);
- b) Temporary suspension from safety-sensitive work or tasks in the Workplace;
- c) Temporary suspension from participation in the Workplace (until a complaint is filed under the terms of Racquetball Canada's *Discipline and Complaints Policy*);
- d) Temporary suspension of Workplace membership benefits or privileges (until a complaint is filed under the terms of Racquetball Canada's *Discipline and Complaints Policy*);
- e) If the Organizational Participant is an employee or contractor, requiring a fitness for work assessment;
- f) If the Organizational Participant is an employee or contractor, a leave of absence (with or without pay, depending on the circumstances) from the Workplace pending further investigation; or
- g) If the Organizational Participant is an employee or contractor, discipline pursuant to Racquetball Canada's policies for human resources or the Organizational Participant's Employment Agreement or Contractor Agreement (as applicable).

25. Additional sanctions may be applied if Racquetball Canada (or another Organizational Participant) submits a complaint against the Organizational Participant under Racquetball Canada's *Discipline and Complaints Policy*.

## **Review and Update**

26. Racquetball Canada pledges to update this Policy as necessary to reflect changes in legislation, applicable policies or best practices, and will review the Policy annually for the first three years following its initial implementation.

## **References**

27. Racquetball Canada consulted the following references in the development of this Policy:

- a) *Blazing the Trail – What the legalization of cannabis means for Canadian employers* (Conference Board of Canada, 2018);
- b) *Impaired at Work – A guide to accommodating substance dependence* (Canadian Human Rights Commission, 2017);
- c) *Workplace Strategies: Risk of Impairment from Cannabis* (Canadian Centre for Occupational Health and Safety, 2018).

# CONCUSSION POLICY

## Preamble

1. This Policy is based on the 5<sup>th</sup> Consensus Statement on Concussion in Sport that was released in April 2017. This Policy interprets the information contained in the report that was prepared by the 2017 Concussion in Sport Group (CISG), a group of sport concussion medical practitioners and experts, and adapts concussion assessment and management tools;
2. Parts of this Policy are intended to be compliant with Ontario's *Rowan's Law (Concussion Safety)*, 2018. If any provision of the policy is in conflict with Rowan's Law, the legislation shall take precedence;
3. The CISG suggested 11 'R's of Sport-Related Concussion ("SRC") management to provide a logical flow of concussion management. This Policy is similarly arranged. The 11 R's in this Policy are: Recognize, Remove, Re-Evaluate, Rest, Rehabilitation, Refer, Recover, Return to Sport, Reconsider, Residual Effects, and Risk Reduction;
4. A concussion is a clinical diagnosis that can only be made by a physician. Racquetball Canada accepts no liability for Participants or other individuals in their use or interpretation of this Policy.

## Definitions

5. The following terms have these meanings in this Policy:
  - a) "*Participant*" – Coaches, athletes, volunteers, officials and other participants;
  - b) "*Suspected Concussion*" – means the recognition that an individual appears to have either experienced an injury or impact that may result in a concussion or who is exhibiting unusual behaviour that may be the result of concussion;
  - c) "*Sport-Related Concussion ("SRC")*" – A sport-related concussion is a traumatic brain injury induced by biomechanical forces. Several common features that may be used to define the nature of a SRC may include:
    - i. Caused either by a direct blow to the head, face, neck or elsewhere on the body with an impulsive force transmitted to the head;
    - ii. Typically results in the rapid onset of short-lived impairment of neurological function that resolves spontaneously. However, in some cases, signs and symptoms evolve over a number of minutes to hours;
    - iii. May result in neuropathological changes, but the acute clinical signs and symptoms largely reflect a functional disturbance rather than a structural injury and, as such, no abnormality may be visibly apparent;
    - iv. Results in a range of clinical signs and symptoms that may or may not involve loss of consciousness. Resolution of the clinical and cognitive features typically follows a sequential course. However, in some cases symptoms may be prolonged.

## Purpose

6. Racquetball Canada is committed to ensuring the safety of those participating in racquetball. Racquetball Canada recognizes the increased awareness of concussions and their long-term effects and believes that prevention of concussions is paramount to protecting the health and safety of Participants.
7. This Policy provides guidance in identifying common signs and symptoms of a concussion, protocol to be followed in the event of a possible concussion and return to participation guidelines should a concussion be diagnosed. Awareness of the signs and symptoms of concussion and knowledge of how to properly manage a concussion is critical to recovery and helping to ensure the individual is not returning to physical activities too soon, risking further complication.

### Registration in Ontario

8. When an individual from Ontario who is under the age of 26 years old registers with Racquetball Canada, the individual **must** provide written or electronic confirmation that they have reviewed concussion awareness resources within the past 12 months. The Ontario Government has produced age-appropriate concussion resources located here:
  - a) [Ages 10 and under](#);
  - b) [Ages 11-14](#);
  - c) [Ages 15+](#).
9. Individuals under the age of 26 years old must also sign the *Concussion Code of Conduct* (**Appendix A**).
10. For athletes younger than 18 years old, the athlete's parent or guardian **must** also provide confirmation that they have also reviewed the concussion resources as well and signed the *Concussion Code of Conduct*.
11. Coaches, officials and team trainers must provide confirmation that they have also reviewed the concussion resources and sign the *Concussion Code of Conduct*; but not if they will be interacting exclusively with athletes who are 26 years old or older.
12. Racquetball Canada will include in its registration procedures, for individuals who are located in Ontario, the registration information described in the *Registration Information – Ontario* (**Appendix B**).

### Recognizing Concussions

13. If any of the following **red flags** are present, an ambulance should be called and/or an on-site licensed healthcare professional should be summoned:
  - a) Neck pain or tenderness;
  - b) Double vision;
  - c) Weakness or tingling / burning in arms or legs;
  - d) Severe or increasing headache;
  - e) Seizure or convulsion;
  - f) Loss of consciousness;
  - g) Deteriorating conscious state;
  - h) Vomiting more than once;
  - i) Increasingly restless, agitated, or combative;
  - j) Getting more and more confused.
14. The following **observable signs** may indicate a possible concussion:
  - a) Lying motionless on the playing surface;
  - b) Slow to get up after a direct or indirect hit to the head;
  - c) Disorientation or confusion / inability to respond appropriately to questions;
  - d) Blank or vacant look;
  - e) Balance or gait difficulties, motor incoordination, stumbling, slow laboured movements;
  - f) Facial injury after head trauma.
15. A concussion may result in the following **symptoms**:
  - a) Headache or "pressure in head";
  - b) Balance problems or dizziness;
  - c) Nausea or vomiting;
  - d) Drowsiness, fatigue, or low energy;
  - e) Blurred vision;

- f) Sensitivity to light or noise;
- g) More emotional or irritable;
- h) “Don’t feel right”;
- i) Sadness, nervousness, or anxiousness;
- j) Neck pain;
- k) Difficulty remembering or concentrating;
- l) Feeling slowed down or “in a fog”.

16. Failure to correctly answer any of these **memory questions** may suggest a concussion:

- a) What venue are we at today?
- b) Who is your opponent?
- c) What colour of ball are we using?
- d) How many points does the game go up to?

### **Removal from Sport Protocol**

17. In the event of a Suspected Concussion where there are **observable signs** of a concussion, **symptoms** of a concussion, or a failure to correctly answer **memory questions**, the Participant should be immediately removed from participation by a designated person.

18. After removal from participation, the following actions should be taken:

- a) The designated person who removed the Participant should consider calling 9-1-1;
- b) Racquetball Canada must make and keep a record of the removal;
- c) The designated person must inform the Participant’s parent or guardian if the Participant is younger than 18 years old, and the designated person must inform the parent or guardian that the Participant is required to undergo a medical assessment by a physician or nurse practitioner before the Participant will be permitted to return to participation; and
- d) The designated person will remind the Participant, and the Participant’s parent or guardian as applicable, of Racquetball Canada’s Return-to-Sport protocol as described in this Policy.

19. Participants who have a Suspected Concussion and who are removed from participation should:

- a) Be isolated in a dark room or area and stimulus should be reduced;
- b) Be monitored;
- c) Have any cognitive, emotional, or physical changes documented;
- d) Not be left alone (at least for the first 1-2 hours);
- e) Not drink alcohol;
- f) Not use recreational/prescription drugs;
- g) Not be sent home by themselves;
- h) Not drive a motor vehicle until cleared to do so by a medical professional.

20. A Participant who has been removed from participation due to a suspected concussion should not return to participation until the Participant has been assessed medically, preferably by a physician who is familiar with the [Sport Concussion Assessment Tool – 5<sup>th</sup> Edition \(SCAT5\)](#) (for Participants over the age of 12) or the [Child SCAT5](#) (for Participants between 5 and 12 years old), even if the symptoms of the concussion resolve.

### **Re-Evaluate**

21. A Participant with a Suspected Concussion should be evaluated by a licensed physician who should conduct a comprehensive neurological assessment of the Participant and determine the Participant’s clinical status and the potential need for neuroimaging scans.

### **Rest and Rehabilitation**

22. Participants with a diagnosed SRC should rest during the acute phase (24-48 hours) but can gradually and progressively become more active so long as activity does not worsen the Participant's symptoms. Participants should avoid vigorous exertion.
23. Participants must consider the diverse symptoms and problems that are associated with SRCs. Rehabilitation programs that involve controlled parameters below the threshold of peak performance should be considered.

#### Refer

24. Participants who display persistent post-concussion symptoms (i.e., symptoms beyond the expected timeline for recovery – 10-14 days for adults and 4 weeks for children) should be referred to physicians with experience handling SRCs.

#### Recovery and Return to Sport

25. SRCs have large adverse effects on cognitive functioning and balance during the first 24-72 hours after injury. For *most* Participants, these cognitive defects, balance and symptoms improve rapidly during the first two weeks after injury. An important predictor of slower recovery from an SRC is the severity of the Participant's initial symptoms following the first few days after the injury.
26. The table below represents a graduated return to sport for most Participants, in particular those that did not experience high severity of initial symptoms after the following the first few days after the injury.

Stage	Aim	Activity	Stage Goal
1	Symptom-limited activity	Daily activities that do not provoke symptoms	Gradual reintroduction of work/school activities
2	Light aerobic exercise	Walking or stationary cycling at slow to medium pace. No resistance training	Increase heart rate
3	Sport-specific exercise	Running drills. No head impact activities	Add movement
4	Non-contact training drills	Harder training drills. May start progressive resistance training	Exercise, coordination and increased thinking
5	Full contact practice	Following medical clearance, participate in normal training activities	Restore confidence and assess functional skills by coaching staff
6	Return to sport	Normal participation	

**Table 1 – Return to Sport Strategy**

27. An initial period of 24-48 hours of both physical rest and cognitive rest is recommended before beginning the Return to Sport strategy.
28. There should be at least 24 hours (or longer) for each step. If symptoms reoccur or worsen, the Participant should go back to the previous step.
29. Resistance training should only be added in the later stages (Stage 3 or Stage 4).
30. If symptoms persist, the Participant should return to see a physician.
31. The Participant's Return-to-Sport strategy should be guided and approved by a physician with regular consultations throughout the process.
32. The Participant must provide Racquetball Canada with a medical clearance form, signed by a physician, following Stage 5 and before proceeding to Stage 6.

## Reconsider

33. The 2017 Concussion in Sport Group (CISG) considered whether certain populations (children, adolescents, and elite athletes) should have SRCs managed differently.
34. It was determined that all Participants, regardless of competition level, should be managed using the same SRC management principles.
35. Adolescents (13 to 18 years old) and children (5 to 12 years old) should be managed differently. SRC symptoms in children persist for up to four weeks. More research was recommended for how these groups should be managed differently, but the CISG recommended that children and adolescents should first follow a Return to School strategy before they take part in a Return to Sport strategy. A Return to School strategy is described below.

Stage	Aim	Activity	Stage Goal
1	Daily activities at home that do not give the child symptoms	Typical activities of the child during the day as long as they do not increase symptoms (e.g., reading, texting, screen time). Start with 5–15 min at a time and gradually build up	Gradual return to typical activities
2	School activities	Homework, reading or other cognitive activities outside of the classroom	Increase tolerance to cognitive work
3	Return to school part-time	Gradual introduction of schoolwork. May need to start with a partial school day or with increased breaks during the day	Increase academic activities
4	Return to school full time	Gradually progress school activities until a full day can be tolerated	Return to full academic activities and catch up on missed work

**Table 2 – Return to School Strategy**

## Residual Effects

36. Participants should be alert for potential long-term problems such as cognitive impairment and depression. The potential for developing chronic traumatic encephalopathy (CTE) should also be a consideration, although the CISG stated that *“a cause-and-effect relationship has not yet been demonstrated between CTE and SRCs or exposure to contact sports. As such, the notion that repeated concussion or subconcussive impacts cause CTE remains unknown.”*

## Risk Reduction and Prevention

37. Racquetball Canada recognizes that knowing a Participant’s SRC history can aid in the development of concussion management and the Return to Sport strategy. The clinical history should also include information about all previous head, face, or cervical spine injuries. Racquetball Canada encourages Participants to make coaches and other stakeholders aware of their individual histories.

## Non-Compliance

38. Failure to abide by any of the guidelines and/or protocols contained within this policy may result in disciplinary action in accordance with Racquetball Canada’s *Discipline and Complaints Policy*.

## Appendix A – Racquetball Canada Concussion Code of Conduct

### SECTION A

The following section of the *Concussion Code of Conduct* must be signed by all **Participants** under the age of 26 years old. For Participants who are younger than 18 years old, a **parent/guardian** must also sign this section.

#### **I will help prevent concussions by:**

- Wearing the proper equipment for my sport and wearing it correctly.
- Developing my skills and strength so that I can participate to the best of my ability.
- Respecting the rules of my sport or activity.
- Demonstrating my commitment to fair play and respect for all (respecting other athletes, coaches, team trainers and officials).

#### **I will care for my health and safety by taking concussions seriously, and I understand that:**

- A concussion is a brain injury that can have both short-term and long-term effects.
- A blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a concussion.
- I don't need to lose consciousness to have had a concussion.
- I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a designated person when an individual suspects that another individual may have sustained a concussion. (Meaning: If I think I might have a concussion I should stop participating in further training, practice or competition **immediately**, and I will tell an adult if I think another athlete has a concussion).
- Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries.

#### **I will not hide concussion symptoms. I will speak up for myself and others.**

- I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience **any** symptoms of concussion.
- If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.
- I understand that if I have a suspected concussion, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school and any other sport organization with which I have registered. (Meaning: If I am diagnosed with a concussion, I understand that letting all of my other coaches and teachers know about my injury will help them support me while I recover).

#### **I will take the time I need to recover, because it is important for my health.**

- I understand my commitment to supporting the return-to-sport process and I will follow my sport organization's Return-to-Sport Protocol.
- I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
- I will respect my coaches, team trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.

*The following section must be included in the Concussion Code of Conduct if Racquetball Canada has adopted policies regarding (a) zero-tolerance (b) mandatory disqualification for illegal play that is considered high risk for causing concussions and (c) escalating consequences for violation of the Concussion Code of Conduct.*



I will help prevent concussions, through my:

- Commitment to zero-tolerance for prohibited play that is considered high risk for causing concussions
- Acknowledgement of mandatory expulsion from competition for violating zero-tolerance for prohibited play that is considered high risk for causing concussions. (Meaning: I will be disqualified/expelled from play if I violate the zero-tolerance policy).
- Acknowledgement of the escalating consequences for those who repeatedly violate the *Concussion Code of Conduct*.

**By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.**

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Name of Participant (print)

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Date of Birth (M/D/Y)

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Signature of Participant

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Name of Participant's Parent or Guardian

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Date (M/D/Y)

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Signature of Participant's Parent or Guardian

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## SECTION B

The following section of the *Concussion Code of Conduct* must be signed by all **coaches and team trainers** who interact with Participants under the age of 26 years old.

**I can help prevent concussions through my:**

- Efforts to ensure that my athletes wear the proper equipment and wear it correctly.
- Efforts to help my athletes develop their skills and strength so they can participate to the best of their abilities.
- Respect for the rules of my sport or activity and my efforts to ensure that my athletes do too.
- Commitment to fair play and respect for all (respecting other coaches, team trainers, officials and all participants and ensuring my athletes respect others and play fair).

**I will care for the health and safety of all participants by taking concussions seriously. I understand that:**

- A concussion is a brain injury that can have both short-term and long-term effects.
- A blow to the head, face, or neck, or a blow to the body may cause the brain to move around inside the skull and result in a concussion.
- A person doesn't need to lose consciousness to have had a concussion.
- An athlete with a suspected concussion should stop participating in training, practice or competition **immediately**.
- I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a designated person when an individual suspects that another individual may have sustained a concussion.
- Continuing to participate in further training, practice or competition with a suspected concussion increases a person's risk of more severe, longer lasting symptoms, and increases their risk of other injuries or even death.

**I will create an environment where participants feel safe and comfortable speaking up. I will:**

- Encourage athletes not to hide their symptoms, but to tell me, an official, parent or another adult they trust if they experience **any** symptoms of concussion after an impact.
- Lead by example. I will tell a fellow coach, official, team trainer and seek medical attention by a physician or nurse practitioner if I am experiencing any concussion symptoms.
- Understand and respect that any athlete with a suspected concussion must be removed from sport and not permitted to return until they undergo a medical assessment by a physician or nurse practitioner and have been medically cleared to return to training, practice or competition.
- *For coaches only:* Commit to providing opportunities before and after each training, practice and competition to enable athletes to discuss potential issues related to concussions.

**I will support all participants to take the time they need to recover.**

- I understand my commitment to supporting the Return-to-Sport process.
- I understand the athletes will have to be cleared by a physician or nurse practitioner before returning to sport.
- I will respect my fellow coaches, team trainers, parents, physicians and nurse practitioners and any decisions made with regards to the health and safety of my athletes.

**By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Role

\_\_\_\_\_  
Date (M/D/Y)

## Appendix B – Registration Information - Ontario

### CONCUSSION AWARENESS RESOURCES

Per Racquetball Canada's *Concussion Policy and Concussion Code of Conduct*, I recognize that if I am under the age of 26 years old, I must review the following Concussion Awareness resources at least once a year:

- a) [Ages 10 and under](#)
- b) [Ages 11-14](#)
- c) [Ages 15+](#)

I recognize that Parents/Guardians of participants under 18 years old, and coaches and trainers who are interacting with athletes under the age of 26 years old, must also review the Concussion Awareness resources.

I certify for myself and/or on behalf of my participant who is under 18 years old, that the Concussion Awareness resources have been reviewed.

### CONCUSSION CODE OF CONDUCT

Per Racquetball Canada's *Concussion Policy and Concussion Code of Conduct*, I recognize that if I am under the age of 26 years old, I must review and sign the *Concussion Code of Conduct* [located here](#).

I recognize that Parents/Guardians of participants under 18 years old, and coaches and trainers who are interacting with athletes under the age of 26 years old, must also review and sign the *Concussion Code of Conduct*.

I certify for myself and/or on behalf of my participant who is under 18 years old, that the *Concussion Code of Conduct* has been signed.

# HUMAN RESOURCES POLICY

## Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Employees*” – Individuals employed by Racquetball Canada on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of Racquetball Canada, interns, officials, volunteers, or volunteer coaches;
  - b) “*Full-Time Employees*” – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and vacation, as defined in their *Employment Agreement*;
  - c) “*Lead Supervisor*” – the individual responsible for the supervision of all staff members and Employees of Racquetball Canada, who is either the President or Executive Director or that individual’s designate.
  - d) “*Part-Time Employees*” – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and vacation as defined in their *Employment Agreement*;
  - e) “*Term Employees*” – Employees who are hired for a specific term, to complete specific tasks, who are employed temporarily (i.e., paid by the hour, day, or week) are paid as per their *Employment Agreement*;

## Purpose

2. Racquetball Canada employs staff, as necessary, to manage the daily tasks required of a national sport organization. Racquetball Canada’s Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and the Manitoba *Employment Standards Code* will govern the terms and conditions of employment with Racquetball Canada.

## Legal Requirements

3. Racquetball Canada is subject to the statutory requirements of Manitoba’s *Employment Standards Code* and therefore will comply with its requirements in dealings with Employees.

## Application of this Policy

4. This Policy applies to Racquetball Canada’s Full-Time Employees, Part-Time Employees, and Term Employees.
5. Racquetball Canada may hire summer students, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their *Employment Agreement* and Manitoba’s *Employment Standards Code*.
6. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of Organization staff. In all instances where these individuals are contracted by Racquetball Canada, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

## Employer-Employee Relationship

7. Racquetball Canada recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, Racquetball Canada provides its Employees with:
  - a) Meaningful work which provides opportunities for professional development and personal achievement;
  - b) A safe, healthy, and rewarding work environment;
  - c) An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork;
  - d) An evaluation system based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations;
  - e) An evaluation system that provides positive and constructive feedback on performance.

8. Racquetball Canada expects its Employees to:
- a) Apply and adhere to Racquetball Canada's policies and organizational values;
  - b) Use their best efforts to advance the interests of Racquetball Canada;
  - c) Perform their duties to the best of their abilities;
  - d) Seek a high level of performance results;
  - e) Act professionally in the discharge of their employment responsibilities;
  - f) Provide open and direct communication;
  - g) Ensure the integrity of their personal conduct;
  - h) Provide Racquetball Canada with any changes to the Employee's name, address, phone number, and other personal information that Racquetball Canada is required to maintain.

### **Employment Agreement**

9. Employees will enter into an employment agreement with Racquetball Canada.
10. If the Employee continues to be employed by Racquetball Canada after the expiration of his or her *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until an acceptable *Employment Agreement* has been signed by both the Employee and Racquetball Canada.
11. Where there is any inconsistency between the terms of the Employee's *Employment Agreement* and the terms of this Policy, the terms of the *Employment Agreement* will prevail.
12. As a Program Signatory to Abuse-Free Sport, Racquetball Canada has certain obligations. If an employee is designated as a UCCMS Participant, Employees must *consent to be bound by the UCCMS (included as Appendix A to the Code of Conduct and Ethics), as amended from time to time, and to be subject to proceedings initiated related to potential violations of the UCCMS, including, without limitation, accepting the jurisdiction of the OSIC/Abuse-Free Sport if they are, at any point, designated as a UCCMS Participant by Racquetball Canada.*
- a) *Nothing under the OSIC/Abuse-Free Sport process or the UCCMS limits the ability of Racquetball Canada to exercise any rights as an employer, including taking any necessary disciplinary action under applicable workplace policies, legislation or applicable common law/civil law.*

### **Probationary Period**

13. New Employees will be subject to a three (3) month probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
14. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
15. The purpose of this probationary period is to provide an opportunity for both the Employee and Racquetball Canada to evaluate their working relationship.
16. An employee who transfers within Racquetball Canada to a new position will have a probationary period of three months in the new position. During this probationary period Racquetball Canada may, at its sole discretion and for any reason, require the employee to return to his or her previous position without notice and without compensation.
17. At the end of the probationary period, a formal work performance evaluation will be conducted. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

### **Lead Supervisor**

18. If the Lead Supervisor is an Employee (such as an Executive Director), the Lead Supervisor's attendance, work hours, supervision, job performance, vacation, leave, salary and benefits, professional development, and discipline will be overseen by the Board of Directors, or a designate. The Lead Supervisor reports to the Board.

#### **Attendance, Work Hours, and Supervision**

19. The Lead Supervisor (or designate) will supervise the performance of all Employees on behalf of Racquetball Canada's Board of Directors.
20. Employees will work out of a home-based offices unless another arrangement has been agreed to by the President in writing. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to Racquetball Canada's head office or if the Employee changes residence.
21. Employees will work normal office hours, as determined by the Lead Supervisor. Part-time or temporary Employees may work modified office hours, as determined by the Lead Supervisor. Due to the nature of Racquetball Canada as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.

Overtime hours may be worked by an Employee with the approval of the Lead Supervisor. Overtime hours will be compensated by granting the Employee time off in lieu at a rate of time-and-a-half for each hour of overtime worked. Hours worked by the Employee, excluding Management, in excess of eight (8) hours per day or forty-four (44) hours in a single week will constitute overtime work.

Where travel is required to attend meetings, competitions or the like overtime will be calculated to a maximum of 4 hours per day.
22. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do by the Lead Supervisor, unless the Employee's absence has been approved by the Lead Supervisor.

#### **Job Responsibilities, Performance, and Review**

23. The primary duties and responsibilities of each Employee will be outlined in a written job description in the *Employment Agreement*. These duties may be revised from time to time at the discretion of the Board of Directors or Lead Supervisor, to reflect changing priorities, workload, and personnel requirements.
24. The performance of each Employee will be reviewed annually by the Lead Supervisor. The purpose of this review will be to assess the Employee's commitment to Racquetball Canada's organizational values and policies, to provide the Employee with feedback on his or her performance, and to identify the Employee's strengths and weaknesses.
25. If an Employee's performance is below a satisfactory level, the Lead Supervisor will discuss with the Employee the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Employee's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Employee's employment may be terminated for cause.
26. For all Employees, a base salary review will be done by the Lead Supervisor. Annual cost of living increases will not occur. The Board will review the inflation rate and from time to time adjust the salary range for each position.

#### **Vacation and Holidays**

27. Vacation entitlements will accrue in accordance with Manitoba's *Employment Standards Code*, unless stated otherwise in the Employee's *Employment Agreement*.

28. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
29. All vacations will be approved in advance by the Lead Supervisor. The Lead Supervisor retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at once. Vacation requests for one week or more will be submitted to the Lead Supervisor, in writing, no later than two months prior to the requested vacation date.
30. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
31. Employees are entitled to time off on public holidays recognized by Manitoba's *Employment Standards Code*.

### **Leave**

32. The following sections endeavour to incorporate current Manitoba and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.
33. Paid sick leave is available to Full-Time and Part-Time Employees after their probationary period has been successfully completed. A daily absence due to illness should be reported to the supervisor by 8:45am. All Full-Time and Part-Time Employees are entitled to four (4) days paid sick leave (this allotment exceeds the minimum entitlements in the Code). Full-Time and Part-Time Employees are not eligible to accumulate sick leave and must be legitimately ill before leave will be granted. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.
34. At the discretion of Racquetball Canada, a doctor's letter may be required to substantiate the need for sick leave.
35. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. Racquetball Canada reserves the right to deduct from the Employee's salary any sick leave taken in excess of five (5) working days per fiscal year.
36. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least effects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.
37. Bereavement leave, maternity leave, and parental leave will be in accordance with Manitoba's *Employment Standards Code*.
38. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.
39. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to Racquetball Canada may result in termination of the Employee.

### **Salary and Benefits**

40. The following sections endeavour to incorporate current benefits as offered by Racquetball Canada's Insurance Plan (if any). If any of the following sections do not comply with the benefits as offered by Racquetball Canada's Insurance Plan, the benefits offered by Racquetball Canada's Insurance Plan shall be substituted instead.

### **Salary**

41. The salary of each Employee will consist of a base salary and may include performance incentives.

42. Salary will be paid bi-monthly, on the 15<sup>th</sup> and last day of each month, unless payday falls on weekends or statutory holidays, in which case the payday will be moved to the last working day before the holiday.
43. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
44. Payment will be made either by cheque or by direct payment to the employee's bank account. Payment covers the pay period up to and including payday. If an employee takes his or her vacation during a payday, he or she may request an advance of the bi-monthly pay to be received on the payday preceding the vacation. To receive an advance in this manner, the supervisor must inform the payroll department six (6) working days before the payday when the advance is to be made.
45. Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
46. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Board of Directors. In carrying out this review, the Board of Directors will have regard to salaries paid by comparable organizations.

#### **Expense Compensation**

47. Employees will be compensated for any costs and expenses incurred while traveling on Organization business, or while performing duties in accordance with their job description, pursuant to terms outlined by their *Employment Agreement* and Racquetball Canada's *Financial Policy*.

#### **Professional Development**

48. Racquetball Canada will budget for staff training and development according to the resources available each year. Employees should consult with the President to identify suitable professional development opportunities. At the discretion of the President and based upon a written request from an Employee, Racquetball Canada may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.
49. Racquetball Canada will support individual educational activities that:
  - a) Have immediate application to the employee's job;
  - b) Have future application to the employee's job; and
  - c) Have no immediate application to the employee's job but prepares the employee to assume additional duties or acquire qualifications for advancement within Racquetball Canada.
50. Proof of successful completion, passing grade, or required attendance is necessary to any reimbursement. A registration fee is considered part of the associated cost; however, no reimbursement will be made until successful completion of the course.
51. When possible, courses shall be scheduled during an individual's personal time so as not to conflict with her/his scheduled hours of work. Courses may be scheduled during scheduled hours of work at the discretion of the President.
52. Employees must pay all tuition fees at the time of enrolment.

#### **Cellphones**

53. While operating a motor vehicle and unless using a legally authorized ear piece, Employees will:



- a) Not use a cellphone or other hand-held device;
- b) Before using a cellphone or other hand-held device, leave the road and safely park their motor vehicle;
- c) Have incoming phone calls answered by voice mail.

54. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.

55. Racquetball Canada will not be held responsible for any violations or accidents caused by the contravention of the **Cellphones** section of this Policy.

### **Other Employment**

56. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for Racquetball Canada, the employment does not represent a conflict with Racquetball Canada, and the President is notified in advance of the Employee's intention to accept outside employment and gives written approval.

### **Personal Belongings**

57. Racquetball Canada assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances. At Racquetball Canada's office, purses, wallets, and other valuable personal belongings should be placed in a locked drawer or cabinet at all times.

### **Conduct and Discipline**

58. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Organization policies relating to conduct including, but not limited to, *Racquetball Canada's Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Social Media Policy*, and *Code of Conduct and Ethics*.

59. Racquetball Canada's Employees may be subject to disciplinary action should their conduct so warrant.

60. Disciplinary action will be progressive and may include, but is not limited to:

- a) Verbal reprimand - a verbal reprimand may be given by the supervisor in private for minor offences. Such a reprimand will not become a part of the Employee's file, and the matter will be closed when the constructive two-way discussion has been finalized;
- b) Letter of reprimand - when a more serious infraction occurs, or repetitive behaviour, the supervisor will write a letter to the Employee stating the infraction and warning him or her against further misbehaviour. A copy of this letter will be kept in the Employee's personnel file;
- c) Suspension – an Employee may be suspended (with or without pay) for a period of three (3) to ten (10) working days, depending on the seriousness of the offence. Normally, the Employee will be permitted to carry on his or her normal duties while the case is being investigated. But in some cases it may be necessary to bar the person from the premises until the case has been investigated. In such an instance, the Employee will be notified in writing;
- d) Dismissal - dismissal will be used only when all other corrective actions have failed or are not applicable.

### **Unsatisfactory Work Performance or Work-Related Behaviour**

61. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow Racquetball Canada's rules or policies. The Board will inform Employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behaviour and of the applicable discipline if either is not corrected.

62. In a case of gross misconduct, immediate disciplinary action up to and including termination may be applied. During the investigation of alleged gross misconduct, an Employee may be placed on leave without pay.

63. Gross misconduct includes the following:

- a) Theft or dishonesty;
- b) Gross insubordination;
- c) Wilful destruction of club property;
- d) Falsification of records;
- e) Acts of moral turpitude;
- f) Reporting for duty under the influence of intoxicants;
- g) Illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances or alcohol;
- h) Disorderly conduct;
- i) Provoking a fight;
- j) Other similar acts involving intolerable behaviour by an employee.

64. When disciplining an Employee, Racquetball Canada will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behaviour will begin with an oral or written warning and may be followed by additional written warnings. Written warnings will be presented to the Employee and will describe the unsatisfactory work performance or work-related behaviour and the necessary corrective action to be taken. If an Employee fails to attain a satisfactory level of work performance or work-related behaviour despite such warning, disciplinary action up to and including termination of employment may be implemented. Copies of all written warnings and other disciplinary actions will be placed in the Employee's personnel file.

#### **Termination**

65. No notice, or pay in lieu of notice, is required by either Racquetball Canada or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
66. Employees will provide notice of their intention to leave the employment of Racquetball Canada in accordance with Manitoba's *Employment Standards Code*.
67. Racquetball Canada may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice.
68. Racquetball Canada will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with Racquetball Canada without cause in accordance with Manitoba's *Employment Standards Code*, unless otherwise agreed in the Employee's *Employment Agreement*.
69. The Board will have authority for termination of all Employees.

#### **Grievance Procedure**

70. An Employee who is dissatisfied with any procedures or treatment, or who notices instances of the wrongdoing in the workplace, should consider taking the matter up with his or her supervisor. If the matter is not resolved at this level, or if the Employee does not want to consult with his or her supervisor, the Employee may use Racquetball Canada's *Whistleblower Policy* and/or may contact Racquetball Canada's Board of Directors.
71. Employees may not advocate personal issues with any Director without the consent of the Lead Supervisor; unless the personal issues are directly connected to the conduct or behaviour of the Lead Supervisor.

## VOLUNTEER AGREEMENT TEMPLATE

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City / Postal Code: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_  
Birth Date (M/D/Y): \_\_\_\_\_ Email Address: \_\_\_\_\_  
Gender Identity: \_\_\_\_\_ Other Information: \_\_\_\_\_

**The Volunteer** and Racquetball Canada have agreed to enter into a volunteer relationship and wish to reflect the terms of their agreement in writing.

**THIS VOLUNTEER AGREEMENT CONFIRMS** that the Parties have mutually agreed as follows:

### **Volunteer**

1. The Parties agree and acknowledge that the relationship intended by this description of expectations is NOT a legally binding agreement or employment relationship.

### **Screening**

2. Upon the request of Racquetball Canada, the Volunteer agrees to obtain, submit, and renew materials required by Racquetball Canada's *Screening Policy* including, if applicable, a criminal records check. Failure to participate in the screening process will result in ineligibility to volunteer with Racquetball Canada.

### **Responsibilities of the Volunteer**

3. The Volunteer will:
  - a) Comply with the Bylaws, policies, procedures, rules and regulations of Racquetball Canada, including complying with any contracts or agreements executed with or by Racquetball Canada;
  - b) Devote his or her full time and attention during volunteer hours to the business and interests of Racquetball Canada;
  - c) Complete the duties attached as Appendix A, if any;
  - d) Comply with expected standards of ethical conduct while volunteering with Racquetball Canada which are listed in the *Code of Conduct and Ethics* and include the following:
    - i. Demonstrate through words and actions the spirit of respect and leadership;
    - ii. Treat others with respect and refrain from negative or disparaging remarks or conduct;
    - iii. Avoid and reject the non-medical use of illegal or banned drugs or methods;
    - iv. Refrain from any behaviour that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious;
    - v. Refrain from any behaviour that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual advances or conduct of a sexual nature;
    - vi. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities;
    - vii. Adhere to all Federal, Provincial, Municipal or host country laws.

4. Racquetball Canada has policies governing Racquetball Canada's sanctioned activities, including a *Code of Conduct and Ethics*. These policies form part of the terms and conditions of your volunteer engagement. It is understood and agreed that any policies may be revised and supplemented from time to time to reflect changing business needs and situations in the workplace and Racquetball Canada's activities. You agree to abide by any updated policies as well as the policies that are currently in effect.
5. Further, you acknowledge that you consent to be bound by the UCCMS (included as Appendix A to the *Code of Conduct and Ethics*), as amended from time to time, and to be subject to proceedings initiated related to potential violations of the UCCMS, including, without limitation, accepting the jurisdiction of the OSIC/Abuse-Free Sport if you are, at any point, designated as a UCCMS Participant by Racquetball Canada.

### **Expenses**

6. Upon the approval of Racquetball Canada, Racquetball Canada will reimburse the Volunteer reasonable out-of-pocket expenses properly incurred in the course of volunteering for Racquetball Canada payable in accordance with Racquetball Canada's established procedures and approved rates upon the Volunteer submitting an expense claim and applicable receipts.

### **Confidential Information**

7. Confidential Information includes, but is not limited to, software, know-how, trade secrets, technical personal information, and business information relating to Racquetball Canada's plans, development models, inventions, products, services, finances, customers, members, marketing, future business and sponsorship plans and any other information which is identified as confidential by Racquetball Canada. It also includes third party information which is received by Racquetball Canada in confidence, including information received from clients, customers, potential business partners, sponsors, buyers and others.
8. The Volunteer agrees:
  - a) Not to publish, communicate, divulge or disclose to any unauthorized third party or parties any Confidential Information, without the prior written consent of Racquetball Canada;
  - b) Not to allow other persons or third parties access to the Confidential Information;
  - c) To comply with privacy legislation;
  - d) To use Confidential Information solely as may be required in connection with the Volunteer's responsibilities to Racquetball Canada.

### **Image Release**

9. The Volunteer authorizes Racquetball Canada to photograph and/or record his or her image and/or voice and to use this material to promote Racquetball Canada through the media of newsletters, websites, television, film, radio, print and/or display form. The Volunteer further consents that the materials and copyright will remain the sole property of Racquetball Canada.

### **Intellectual Property**

10. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, brands and other works produced by the Volunteer will be owned solely by Racquetball Canada, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. Upon the request of Racquetball Canada or termination of this Agreement, the Volunteer will return all Confidential Information and propriety information received in written or tangible form, including copies, or reproductions or other media, immediately of such request.

### **Term and Termination**

11. This Agreement will start on \_\_\_\_\_ will terminate on \_\_\_\_\_ unless terminated earlier in accordance with this Agreement. There will be no automatic renewal of this Agreement. Volunteers wishing to continue volunteering must re-apply and execute a new agreement.
12. Either Party may terminate this Agreement immediately upon providing the other Party with written notice of their intention to terminate this Agreement, which will terminate accordingly.

**Assignment**

13. The Volunteer will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent of Racquetball Canada.

**General**

14. The Volunteer hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence their agreement, the Volunteer has signed this Agreement.

**Volunteer**

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Print Name

---

Date (M/D/Y)

---

Signature

## **CRISIS COMMUNICATION PLAN**

Crises can strike at any time and they can affect any organization. A crisis is any situation that threatens the integrity or reputation of Racquetball Canada. The factor that determines how Racquetball Canada will withstand a crisis is its ability to respond to the media, public, and internal staff and sport partners. It is important for Racquetball Canada to respond quickly and consistently. The longer Racquetball Canada delays its response, the more time critics, rivals, and adversaries have to take advantage of the situation.

This crisis communication plan outlines the steps that need to be taken during the first few hours of a crisis. It is a generic plan that outlines the “who, what, when, where, and how” to deal with a crisis impacting Racquetball Canada. It includes many of the materials necessary ahead of time, such as initial statements, press releases, fact sheets, and backgrounders so that your information can be inserted and ready to go.

### **CRISIS COMMUNICATION TEAM**

- President;
- Executive Director;
- Communication and Marketing staff person.

If the crisis affects National Team

- President;
- Executive Director;
- Communication & Marketing staff person;
- High Performance Chairperson;
- Sport Development and High-Performance staff person.

If the crisis affects Competitions:

- President;
- Executive Director;
- Communication and Marketing staff person;
- Sport Development Committee Chairperson;
- Sport Development and High-Performance staff person.

### **CRISIS COMMUNICATION PLAN**

1. Establish plan of action;
2. Determine appropriate positioning or messaging to address the crisis. Positioning categories include the following:
  - Human Error;
  - Clerical Error;
  - Unauthorized procedures;
  - Inadequate supervision;
  - Inadequate quality control;
  - Misuse of confidential information;
  - Errors of judgment;
  - Inadequate standard operating procedures.
3. Designate:
  - Primary spokesperson (answers media, makes official statements);
  - Secondary spokesperson (backup to primary);
  - Technical experts (relating to crisis);
  - Advisors;

- Media escorts;
- Personnel to direct questions (answering phones).

Designated spokespersons should be comfortable dealing with media, responding to questions, accessible to the public, skilled at identifying key messages, knowledgeable about Racquetball Canada and the crisis at hand. They should feel comfortable in front of a camera and with reporters.

It is also important to gather as much information about other parties involved in the crisis so that contacts with the media can be coordinated accordingly between the two parties whenever possible.

#### 4. Select locations:

- Media center: Strategically select a place where all media and external inquiries can go that is away from the offices of crisis communication team, spokesperson and emergency operations centre;
- Interviews and Press Conferences: These locations should be determined ahead of time by the Crisis Communication Team.

#### 5. Prepared statements:

- The greatest opportunity for disseminating accurate facts and control events is IMMEDIATELY following the crisis;
- Your first news release should include the who, what, when and where of the crisis (**Appendix A** and **Appendix B**);
- Include only the facts gathered from reliable sources and confirmed;
- Don't speculate;
- First press interaction: show concern for the public and for your employees, volunteers, athletes, coaches, families;
- As the crisis progresses and new information becomes available the spokesperson should update their prepared statements to include the new information.

#### 6. Be consistent and courteous with media:

- Be consistent with media before and after crisis – maintain the same routine;
- Warn media ahead of time of special circumstances such as safety hazards;
- Treat all media equally;
- Don't volunteer information unless it is strategic to the crisis communication plan;
- Don't talk off the record.

#### 7. Restrict interviews:

- Control interviewing process by restricting interviews to only the designated people;
- The media will likely seek out the information they want regardless;

#### 8. Prepare and practice:

- Prepare and practice tough questions with the spokespersons, advisors, and experts.

#### 9. Collateral Materials:

- Brochures, fact sheets, backgrounders are helpful to reporters and anyone seeking extra information;
- In some cases it helps to create materials that further explain the situation.

#### 10. Key Audiences:

- Consider all audiences and what the most effective method of communication would be for each group;
  - Racquetball Canada Employees;
  - Provincial/Territorial Associations and Sport Partners;
  - Racquetball Canada Board Members & Provincial/Territorial Association Board Members;

- Participants – athletes, coaches, officials, volunteers and parents;
- Communities: local, city, rural, provincial, national;
- Media;
- Government: city, provincial, federal;
- Special Interests Groups;
- General Public.

#### 11. Contact Log:

- Keep a record of all telephone calls from the media and other parties inquiring about the crisis (**Appendix C**).

### HOW TO HANDLE THE MEDIA

#### 1. Media Interviews:

- Prepare and practice key messaging;
- Anticipate questions – prepare and practice responses;
- Consider all controversial areas ahead of time;
- Know who will be interviewing you;
- Find out ahead of time how much time the interview will take – set a time limit;
- Find out the location of interview;
- Audiences often remember impressions, not facts;
- Avoid jargon or professional expressions.

##### Do:

- Be specific;
- Use analogies and comparisons;
- Be enthusiastic, most of all be yourself;
- Be calm, cool and correct.

##### Don't:

- Avoid double-enders (remote interview with host in the studio);
- Accept “laundry list” questions;
- Go off record;
- Think you have to answer every question;
- Answer hypothetical questions.

#### 2. Television Interviews:

- Sit back in chair, but lean forward to appear enthusiastic and use your hands;
- Keep eyes on interviewer – not on camera;
- Avoid wearing stripes, checks or small patterns;
- Solid colours are best. Avoid wearing bright colours.

#### 3. After the Interview:

- You can check technical points, but do not ask to see an advance copy of the story;
- Never try and go over a reporter's head to stop a story;
- Do not send gifts to reporters – it is unethical for them to accept them.



## **Appendix A – Media Advisory**

PRINT ON LETTERHEAD

DATE

Media Advisory

Event:

Date:

Time:

Location:

The details of this press conference involve (WHAT) \_\_\_\_\_.

(WHO)\_\_\_\_\_ will host the press conference.

Full press kits will be available at that time.

Unfortunately no other details can be released until then.

This advisory has been issued by:

(ADDRESS)

## **Appendix B – Press Release**

PRINT ON LETTERHEAD

(Press Release Lead goes here)

For Immediate Release

Date

A (what happened) at (location) involving (who) occurred today at (time).

The incident is under investigation and more information is forthcoming

## **Appendix C – Call Log**

Date:

Name of Caller:

Questions asked:

Telephone number:

Person responsible for response:

Additional follow-up needs:

# COMPETITION MANIPULATION POLICY

## Definitions

Terms in this policy are defined as follows:

**Benefit** - the direct or indirect receipt or provision of money or other Consideration, including, but not limited to, bribes, gains, gifts and other advantages including, without limitation, preferential treatment, winnings and/or potential winnings as a result of a Wager; the foregoing shall not include official prize money, appearance fees or payments to be made under sponsorship or other contracts. Sporting advantage is also a benefit.

**Bet or Betting** - any form of speculation involving a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence related to a sport Competition.

**Competition** - any sports competition, tournament, game, match or event, organized, recognized or sanctioned in accordance with the rules of a Sport Organization or its affiliated organizations.

**Consideration** - anything of value except for money.

**Corruption Offence** - any conduct by a Covered Person of an offence specifically described in Rule 2 or Rule 3 of the Policy.

**Information in the Public Domain** - information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information which has been disclosed according to the rules or regulations governing a particular Competition.

**Inside Information** - information about the likely participation or likely performance of an athlete in a Competition or concerning the weather, conditions, status, outcome or any other aspect of a Competition which is known by a Covered Person by virtue of his or her position in relation to a sport or Competition and is not Information in the Public Domain or accessible to the public.

**Manipulation of a Sport Competition:** an intentional arrangement, act or omission aimed at an improper alteration of the result, the course of or any aspect of a Competition in order to remove all or part of the unpredictable nature of the Competition with a view to obtaining an undue Benefit for oneself or for others. This includes avoiding a result by forfeiting, conceding or defaulting a Competition for a purpose not related to illness or injury.

**Sport Organization:** any of the following entities: a national sport governing body; a national multi-sport organization; a National Sport Centre; a National Sport Institute; and any other sport organization in Canada, provided each has specifically adopted the Policy.

**Tribunal** - the hearing body constituted by the Sport Organization to conduct the independent internal first instance hearing to determine whether a Corruption Offence was committed by a Covered Person, and if so, the appropriate consequences.

**Wager** - a Bet involving money or Consideration or any other form of financial speculation.

## **Part A – Overview & Jurisdiction**

### **Executive Summary**

The manipulation of sports Competition threatens the integrity of sport. Every country and every sport may be affected. The involvement of organized crime in the manipulation of sports Competition is a serious and increasing concern. In response, the International Olympic Committee (IOC) has created the Olympic Movement Code on the Prevention of Manipulation of Competitions (IOC Code). The IOC Code is the international framework for a harmonized effort to eliminate the manipulation of sports Competitions. This Competition Manipulation Policy (the Policy) is fully consistent with the IOC Code to the extent of the Policy's jurisdictional scope and will provide the necessary tools and resources to prevent, deter and detect the manipulation of Competitions in Canada by individuals subject to the Policy and thereby to protect the integrity of Canadian sport.

#### **1. Introduction**

Canada has a longstanding commitment to fair and ethical sport. The adoption and implementation of the Policy by Sport Organizations will help to ensure that the Canadian sport system is prepared to preemptively deter and robustly respond to corrupt attacks on the integrity of sport. The Policy is designed to protect against efforts from within sport to improperly impact Competitions and to establish rules and a consistent scheme of enforcement and sanctions applicable to all individuals who are subject to the Policy.

#### **2. Jurisdiction**

##### **2.1 Application to Sport Organizations**

Sport Organizations that are committed to protecting the integrity of sport in Canada will expressly adopt the Policy as part of their internal governing documents. In this fashion, the Policy will become an important part of the rules of each adopting Sport Organization.

##### **2.2 Application to Individuals**

The application of the Policy to individuals is based on the contractual relationship which exists between each adopting Sport Organization and those individuals over whom the Sport Organization has authority through those individuals' express or implied agreement to take part in sport according to its rules. More specifically, all individuals who are members of Racquetball Canada shall be subject to the Policy.

Accordingly, the Policy applies to the individuals described above (the "Covered Persons"), regardless of where they reside or are situated.

## **Part B – Rules**

### **Preface**

The provisions contained in this Part B (Rules) shall be implemented by the adopting Sport Organization in accordance with the Sport Organization's efforts to enhance and protect fair and ethical sport in Canada. All Covered Persons shall be bound by the Rules.

Italicized terms in the Rules are defined in the body of the Policy or in Appendix 1.

## RULE 1 APPLICATION

### 1.1 Application

The Rules shall apply to Covered Persons whether or not a Covered Person is a national of or resident in Canada. Covered Persons are deemed to know they are subject to the Policy and have accepted and agreed to be bound by the Policy. It shall be the responsibility of every Covered Person to acquaint themselves with the provisions contained in the Policy, including these Rules.

### 1.2 Other Applicable Laws or Regulations

Covered Persons should be aware that the conduct prohibited in the Policy may also constitute a criminal offence and/or a breach of other applicable laws or regulations. Covered Persons must comply with all applicable laws and regulations at all times.

## RULE 2 CORRUPTION OFFENCES

The commission of any offence set forth in Rule 2 or Rule 3 shall constitute a Corruption Offence for all purposes of the Policy. Hearings in Corruption Offence cases will proceed based on an assertion by the Sport Organization that a Corruption Offence has been committed by a Covered Person.

Covered Persons shall be responsible for knowing what constitutes a Corruption Offence.

The following are Corruption Offences:

### 2.1 Betting

#### 2.1.1 Betting by the Covered Person in relation:

- a) to the Covered Person's sport; or
- b) to any event of a multisport Competition in which the Covered Person is accredited to participate. .

#### 2.1.2 No Covered Person shall, directly or indirectly, solicit, encourage or facilitate any other person to Wager on the outcome or any other aspect of any Competition in the Covered Person's sport.

### 2.2 Bribery

#### 2.2.1 No Covered Person shall, directly or indirectly, solicit or accept any Benefit for the purpose of facilitating the commission of a Corruption Offence or which leads, directly or indirectly, to the commission of a Corruption Offence.

#### 2.2.2 No Covered Person shall, directly or indirectly, solicit or accept any Benefit with the intention of negatively influencing an athlete's best efforts in any Competition.

#### 2.2.3 No Covered Person shall, directly or indirectly, offer or provide any Benefit to any other Covered Person with the intention of negatively influencing an athlete's best efforts in any Competition.

## 2.3 Manipulation of a Sport Competition

- 2.3.1 No Covered Person shall engage in the Manipulation of a Sport Competition nor shall they, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Competition.
- 2.3.2 No Covered Person shall, directly or indirectly, solicit or facilitate any athlete to not use his or her best efforts in any Competition. Covered Persons must use their best efforts in every Competition.
- 2.3.3 No Covered Person shall, directly or indirectly, solicit or facilitate any other person to contrive or attempt to contrive the outcome or any other aspect of any Competition.

## 2.4 Corrupt Conduct

Providing, requesting, receiving, seeking, or accepting a Benefit related to the Manipulation of a Sport Competition.

## 2.5 Inside Information

- 2.5.1 Using Inside Information for the purposes of Betting or for any form of Manipulation of a Sport Competition whether by the Covered Person or via another person and/or entity.
- 2.5.2 Disclosing Inside Information to any person and/or entity, with or without Benefit, where the Covered Person knew or should have known that such disclosure might lead to the information being used for the purposes of Betting or for any form of Manipulation of a Sport Competition.
- 2.5.3 Giving and/or receiving a Benefit for the provision of Inside Information regardless of whether any Inside Information is actually provided.
- 2.5.4 For greater certainty, there is no restriction on using Information in the Public Domain and the use of such information on its own does not constitute a Corruption Offence.

## 2.6 Failure to Cooperate

- 2.6.1 Failing to cooperate with any investigation carried out by the Sport Organization in relation to a possible Corruption Offence, including, without limitation, obstructing or delaying any investigation that may be carried out by the Sport Organization in relation to a possible Corruption Offence, or concealing, tampering with or destroying any documentation or other information that may be relevant to the investigation.

## 2.7 Deemed Corruption Offence

- 2.7.1 Any form of aid, abetment or attempt by a Covered Person that could culminate in a Corruption Offence shall be treated as if a Corruption Offence had been committed, whether or not such an act in fact resulted in a Corruption Offence and/or whether the Corruption Offence (if it occurred) was committed deliberately or negligently.
- 2.7.2 More specifically, a Covered Person shall be responsible for any Corruption Offence committed by any other Covered Person if a Covered Person, either:

- a) had knowledge of a Corruption Offence and failed to report such knowledge pursuant to the reporting obligations set forth in Rule 3; or
- b) assisted in the commission of a Corruption Offence.

In such event, the Sport Organization shall have the right to assert that a Covered Person breached his or her obligations in the Policy and, if proven by the Sport Organization at a hearing, the Tribunal shall have the right to impose sanctions on a Covered Person to the same extent as if a Covered Person had actually committed the Corruption Offence.

### RULE 3 REPORTING OBLIGATIONS

A failure by a Covered Person to comply with the reporting obligations in Rule 3.1, 3.2 and 3.3 shall constitute a Corruption Offence.

#### 3.1 Direct Knowledge

A Covered Person has an obligation to report an incident as soon as possible, if that Covered Person is approached by any person who offers or provides any type of Benefit to that Covered Person to:

- a) influence the outcome or any other aspect of any Competition; or
- b) to provide Inside Information.

#### 3.2 Indirect Knowledge or Suspicion

In the event the Covered Person knows, suspects or becomes aware of any incident, fact or matter (or of which they ought to have been reasonably aware) that any other Covered Person or other individual has committed a Corruption Offence, including approaches or invitations that have been received by another Covered Person to engage in conduct that could amount to a Corruption Offence, it shall be the Covered Person's obligation to report such knowledge or suspicion to the Sport Organization as soon as possible.

#### 3.3 Continuing Obligation

A Covered Person shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption Offence even if the Covered Person's prior knowledge or suspicion has already been reported.

#### 3.4 Reporting Process

Any individual required to report a possible Corruption Offence or any other person desiring to do so, shall report in either of the following ways:

- a) Any individual or any other person may report to Racquetball Canada's Independent Case Manager: Brian Ward W&W Dispute Resolution by email at [brianward@globalserve.net](mailto:brianward@globalserve.net) or by phone at (613) 834-3632; or
- b) Pursuant to the Canadian Centre for Ethics in Sport's anonymous reporting mechanism, the CCES Integrity Hotline. Reporting methods are described at [www.cces.ca/integrity](http://www.cces.ca/integrity).

### RULE 4 ADDITIONAL MATTERS

#### 4.1 Matters Not Relevant

For the determination of whether a Corruption Offence has been committed, the following are not relevant:

- a) whether or not the Covered Person is taking part in the Competition concerned;

- b) whether or not the outcome or the aspect of the Competition on which the Bet was made or intended to be made was favourable;
- c) whether or not any Benefit was actually given or received;
- d) the nature or outcome of the Bet;
- e) whether or not the Covered Person's effort or performance in the Competition concerned were (or could be expected to be) affected by the acts or omission in question;
- f) whether or not the result of the Competition concerned was (or could be expected to be) affected by the acts or omission in question; and
- g) whether or not the manipulation included a violation of a technical rule of the respective Sport Organization.

#### 4.2 Offer or Solicitation

For a Corruption Offence to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any Benefit was actually paid or received.

#### 4.3 Evidence of Effort

Evidence of an athlete's lack of efforts or poor performance during a Competition may be offered to support allegations by the Sport Organization that a Covered Person committed a Corruption Offence, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offence.

#### 4.4 Valid Defence

A valid defence may be made to a charge of a Corruption Offence if the Covered Person alleged to have committed the Corruption Offence:

- a) reported such conduct to the Sport Organization, and
- b) demonstrates that such conduct was the result of imminent peril or danger, that the Covered Person had no reasonable alternative other than to conduct the Corruption Offence, and that the conduct was proportional to the peril or danger avoided.

### RULE 5 INVESTIGATION

#### 5.1 Right to Investigate

The Sport Organization, or any appointed designate, shall have the right to conduct an initial interview and follow-up interviews, if necessary and as determined solely by the Sport Organization or the appointed designate, with any Covered Person or any other person in furtherance of investigating the possibility of the commission of a Corruption Offence by a Covered Person. Information concerning a potential Corruption Offence may come to the Sport Organization from any source, including reporting by a Covered Person, hotlines, or internal monitoring efforts. When conducting an interview:

- 5.1.1 The date and time of all interviews shall be determined by the Sport Organization or appointed designate, giving reasonable allowances for the Covered Persons' or other person's schedule.
- 5.1.2 The Covered Person or other person shall have the right to have counsel attend the interview(s) at the Covered Person's or other person's sole expense.
- 5.1.3 The interview may be recorded. If recorded with the consent of the Covered Person or other person, the recorded interviews may be used for transcription and evidentiary purposes and thereafter shall be



retained for a minimum of three (3) years in a secure place following the conclusion of any investigation or following the conclusion of the proceedings before a Tribunal, whichever is later.

- 5.1.4 Transcripts of the recorded interview shall be provided to the Covered Person or other person, upon request, within a reasonable period of time following the conclusion of the interview.

## 5.2 Cooperation

- 5.2.1 All Covered Persons must cooperate fully with investigations conducted by the Sport Organization or by an appointed designate including giving evidence at hearings, if requested.

- 5.2.2 No Covered Person shall:

- a) tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offence, or
- b) solicit or facilitate any other person to tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offence.

## 5.3 Provision of Objects or Information

- 5.3.1 Any information furnished to the Sport Organization or to an appointed designate in the course of the investigation shall be:

- a) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offence, or for the purpose of reporting to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations; and
- b) used solely by the Sport Organization or appointed designate for the purposes of the investigation and prosecution of a Corruption Offence.

## RULE 6 REFERRAL FOR HEARING

### 6.1 Referral for Hearing

At the conclusion of any investigation, following such review and evaluation processes determined to be fair and appropriate in the circumstances by the Sport Organization, if the Sport Organization concludes that a Corruption Offence may have been committed by a Covered Person, then the Sport Organization shall refer the matter for a hearing.

- 6.1.1 Allegations that a Covered Person has committed a Corruption Offence shall be pursued pursuant to the Racquetball Canada's Executive Director.]. The Discipline Panel (the Tribunal) shall hear and decide all such matters.

### 6.2 Conduct of the Hearing

The conduct of the hearing and the procedures to be followed shall remain in the Tribunal's sole discretion, subject to the following requirements. In each case, the Covered Person shall be informed of the alleged violation that has been committed, the factual basis of same and the range of possible sanctions. The Tribunal shall conduct the hearing in a fair, timely and impartial manner, and the Covered Person shall have the right to make submissions either by appearing personally or by submitting a defence in writing. The Covered Person has the right to be accompanied at the Tribunal hearing by legal counsel or another representative.

### 6.3 Determination of a Corruption Offence

The Tribunal shall determine whether a Covered Person committed a Corruption Offence and, if so, shall determine the sanctions for any Corruption Offence found to have been committed. The Tribunal shall issue a reasoned decision justifying its conclusions and the sanction that may be imposed.

## RULE 7 PROVISIONAL MEASURES

### 7.1 Provisional Measures

The Sport Organization may in its discretion impose reasonable and proportionate provisional measures, including a provisional suspension, on a Covered Person where there is a particular ongoing risk to the sport. Where there is an ongoing risk to the sport, a provisional suspension may be imposed if the Sport Organization determines that at least one of the following two conditions are met:

- a) a Covered Person has failed to comply with any part of Rule 5.2.2, or
- b) that (i) there is a reasonable likelihood that the Covered Person has committed a Corruption Offence punishable by a period of ineligibility greater than one (1) year; (ii) in the opinion of the Sport Organization, the integrity of sport would be undermined in the absence of a provisional suspension; and (iii) the harm resulting from the absence of a provisional suspension outweighs the hardship of the provisional suspension on the Covered Person.

### 7.2 Public Reporting

The Sport Organization shall publicly report the imposition of any provisional suspension, but shall not make public other provisional measures.

### 7.3 Appeals

Decisions by the Sport Organization regarding the imposition of provisional measures, including provisional suspensions, may not be appealed.

## RULE 8 DUE PROCESS

### 8.1 Burdens and Standards of Proof

The Sport Organization (which may be represented by legal counsel at a Tribunal hearing) shall have the burden of establishing that a Corruption Offence has occurred. The standard of proof shall be whether the Sport Organization has established the commission of a Corruption Offence on a balance of probabilities. This standard requires that on a preponderance of the evidence it is more likely than not that a Corruption Offence has occurred. Where the applicable rules place the burden of proof on the Covered Person alleged to have committed a Corruption Offence to rebut a presumption or to establish facts or circumstances, the standard of proof shall also be on a balance of probabilities.

## 8.2 Methods of Establishing Facts and Presumptions

The Tribunal conducting the hearing shall not be bound by any judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offence may be established by any reliable means, including admissions, as determined in the sole discretion of the Tribunal.

## 8.3 Contact Requirements

Each Covered Person shall be deemed to be immediately contactable at their current (i) postal address; (ii) personal mobile telephone; or (iii) personal e-mail address. A notice or communication sent to any postal address, e-mail address or mobile telephone number provided by the Covered Person to a Sport Organization shall be deemed to have been sent to the Covered Person's current address or mobile telephone number and received by the Covered Person. In each case it is the responsibility of the Covered Person to ensure that the relevant Sport Organization has been provided with the necessary up-to-date contact details. Any notice or other communication delivered hereunder to a Covered Person shall be deemed to have been received by the Covered Person (i) in the case of a postal address, on the date of delivery to such address in the confirmation of delivery provided by the relevant courier service company; or (ii) in the case of a personal mobile telephone or personal e-mail address, at the time the relevant communication was sent.

## 8.4 Confidentiality

The principle of confidentiality must be respected by the Sport Organization during the investigation and Tribunal hearing process and information shall only be shared with individuals on a need to know basis for the purpose of implementing and enforcing this policy. However, at the conclusion of the case, public disclosure of the outcome of the case is required. At a minimum, the decision of the Tribunal shall be disclosed publicly.

## RULE 9 SANCTIONS

### 9.1 Sanctions

The penalty for any Corruption Offence determined by the Tribunal to have occurred in accordance with the hearing procedures set forth in the Sport Organization's rules shall be imposed by the Tribunal after considering all relevant aggravating and mitigating circumstances. Substantial assistance provided by a Covered Person in the discovery of a Corruption Offence by another Covered Person may reduce the penalty imposed by the Tribunal. In every case, the penalty must be proportionate to the conduct that has occurred and shall include either a fine, the forfeiture of results, prizes or winnings, or a period of ineligibility as set out below, or some combination of these penalties, as follows:

- 9.1.1 With respect to any Covered Person, (i) a fine of up to \$100,000 CDN payable to the Sport Organization may be imposed plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offence, and (ii) the Covered Person may lose points, prizes, medals and suffer the disqualification of results.
- 9.1.2 With respect to any Covered Person, for any violation of Rule 2.1 to 2.7 or Rule 3, a warning and/or ineligibility from taking part in any Competition up to a maximum period of permanent ineligibility.
- 9.1.3 Regardless of Rule 9.1.2 above, a Covered Person who has been declared ineligible from taking part in a Competition shall be permitted to receive accreditation or otherwise access a Competition or other event if invited to do so by any Sport Organization only for the purpose of an authorized anti-gambling or anti-corruption education or rehabilitation program if the said program is organized or sanctioned by that Sport Organization.

9.1.4 In every case, any period of provisional suspension properly served by a Covered Person shall be credited toward the total period of ineligibility imposed by the Tribunal.

## 9.2 Reporting to Other Authorities

The Sport Organization may report Corruption Offences that also violate other laws and regulations to the competent administrative, professional or judicial authorities.

## 9.3 Subsequent Corruption Offence

If any Covered Person commits a Corruption Offence during a period of ineligibility, it shall be treated as a separate Corruption Offence under the Policy.

## 9.4 Breach of Sanction

If a Covered Person breaches the terms of any sanction imposed by a Tribunal, the case shall be referred back to the Tribunal who imposed the original sanction, who may, at their discretion, impose an additional sanction. The Tribunal shall also determine whether further written submissions or a further hearing is required.

# RULE 10 APPEALS

## 10.1 Decisions Subject to Appeal

The following may be appealed exclusively to the Sport Dispute Resolution Centre of Canada (SDRCC) in accordance with SDRCC's Code of Procedure applicable for its Appeal Tribunal, by either the Covered Person who is the subject of the decision being appealed, or the Sport Organization:

- a) any Tribunal decision that a Corruption Offence has been committed;
- b) any Tribunal decision that no Corruption Offence has been committed;
- c) any Tribunal decision imposing sanctions for a Corruption Offence; or
- d) that the Tribunal lacks jurisdiction to rule on an alleged Corruption Offence or its sanctions.

## 10.2 Decisions Remain In Effect While Under Appeal

Any Tribunal decision appealed to the SDRCC Appeal Tribunal shall remain in effect while under appeal unless the SDRCC Appeal Tribunal orders otherwise.

## 10.3 Deadline for Filing an Appeal

The deadline for filing an appeal with the SDRCC Appeal Tribunal shall be 20 business days from the date of receipt of the Tribunal's final reasoned decision by the appealing party.

## 10.4 Final Decisions

The decision of the SDRCC Appeal Tribunal on appeal shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

## RULE 11 CONDITIONS OF REINSTATEMENT

### 11.1 Eligibility for Reinstatement

Once a Covered Person's period of ineligibility or suspension has expired and the Covered Person has paid all fines and/or prize money forfeitures and has otherwise complied with all obligations imposed by the Tribunal, the Covered Person will automatically become eligible and no application by the Covered Person for reinstatement will be necessary.

### 11.2 Financial Obligations

All fines and/or prize money forfeitures imposed on Covered Persons hereunder must be paid within 30 days following the later of the receipt of a Tribunal decision or, if appealed to the SDRCC Appeal Tribunal, the receipt of the SDRCC Appeal Tribunal decision.

11.2.1 If not paid within the prescribed timeframe, the Covered Person shall be ineligible to take part in any Competition or event organized or sanctioned by any Sport Organization until such time as the fine and/or prize money forfeitures have been paid in full.

11.2.2 The Sport Organization shall have the discretion to establish an installment plan for payment of any fines and/or prize money forfeitures. For the avoidance of doubt, the schedule of payments pursuant to such plan may extend beyond any period of ineligibility; however, a default in payment under such plan shall automatically trigger a period of ineligibility until such default is cured.

## RULE 12 MUTUAL RECOGNITION

### 12.1 Recognition of Decisions

The Sport Organization shall recognize and respect the final decisions made by another sporting body or a court of competent jurisdiction in matters substantially pertaining to the subject matters of the Policy.

## RULE 13 GENERAL

### 13.1 Limitations

No action may be commenced under the Policy against any Covered Person for any Corruption Offence unless such action is commenced within two (2) years after the discovery of such alleged Corruption Offence. The "action" referenced in this section shall be the referral of the matter to a hearing, as described in Rule 6.1.

### 13.2 Headings

Section headings within the Policy are for the purpose of guidance only and do not form part of the Policy itself. Nor do they inform or affect the language of the provisions to which they refer.

### 13.3 Validity

In the event any provision of the Policy is determined invalid or unenforceable, the remaining provisions shall not be affected. The Policy shall not fail because any part is held to be invalid.

#### 13.4 Waiver of Rights

Except as otherwise stated herein, failure to exercise or enforce any right conferred by the Policy shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

#### 13.5 Time Periods

Unless otherwise specified, time periods in the Policy are total consecutive days irrespective of weekends or holidays. When a deadline falls on a weekend or statutory holiday, the next business day shall be the deadline for the purpose of the Policy.

#### 13.6 Effective Date

The Policy is applicable prospectively to Corruption Offences occurring on or after the date that the Policy becomes effective. The Policy comes into full force and effect on January 1, 2023 (the Effective Date). The Rules in the Policy shall not apply retroactively to any matters pending before the Effective Date.

### RULE 14 IMPLEMENTATION

#### 14.1 Implementation of the Policy

The Sport Organization commits to implementing the Policy within its own jurisdiction as of the Effective Date, including promptly creating and providing suitable educational materials to all Covered Persons.

# GOVERNANCE POLICY

## Purpose

1. This guide sets forth how Racquetball Canada (RC), governs itself. It also establishes roles and responsibilities for the Board of Directors ("Board"), including Officers and Directors in their individual capacities, as well as the role of committees in governing the organization

## Scope

2. This guide applies to all individuals engaged and/or involved in the governance of RC in any fashion and for any period.

## Statement

3. It is a fundamental operating principle of RC that good corporate governance is vital to the effective and efficient operation of RC. RC employs a model of governance that separates governance and management functions.

The Board follow the principles of sound governance endorsed by Sport Canada<sup>1</sup>, namely

- a) Recognizing high standards of ethical behaviour as a core principle in all governance activities;
- b) Demonstrating commitment to RC's vision, mission, values and strategic plan;
- c) Promoting clarity of roles and responsibilities within RC's governance structure;
- d) Providing continuity for RC by ensuring financial health and appropriate human resources; and
- e) Being transparent and accountable to members and others, for outcomes and results.

The Board delegates to the Executive Director the responsibility for managing the operations of RC in accordance with Board direction and policies, and subject to any limits that may be established by the Board.

## Roles and Responsibilities

### 4. Role of the Board of Directors

The Board's role and thereby the role of each Director of the Board, is to govern RC by providing leadership and direction in pursuit of its vision and mission. The Board is elected by the membership of RC and is accountable to the membership for competent stewardship that will ensure the long-term viability of RC. The Board of directors is to adhere to RC's Code of Conduct and Ethics and Conflict of Interest policies for all Board meetings.

- a) The Board's first duty is to the legal entity RC. In meeting this duty, the Board must ensure that all legal requirements under the relevant Acts are met, and that RC is protected from harmful situations and circumstances in the interests of current and future stakeholders;
- b) Maintain authority over, and responsibility for, the systems and structures employed by RC to direct and manage its general operations;
- c) Approve strategies, plans and policies that guide RC and provide appropriate oversight and direction for management and Committees;

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<sup>1</sup> The branch of the Department of Canadian Heritage responsible for administering funding for sport in Canada.

- d) Ensure that longer-term strategic plans and annual operating plans for RC are in place.
- e) Ensure that there are sufficient and appropriate human and financial resources for RC to accomplish its work;
- f) Fulfill all legal requirements that pertain to Directors, including avoidance of conflict of interest;
- g) Remain attentive to the changing needs of RC's membership and key stakeholders; and
- h) Operate as a unified corporate body, speaking with one voice through formal motions adopted at its meetings.

## 5. Responsibilities of the Board of Directors

### Accountability:

- a) Ensures that RC operates within all applicable laws, rules and regulations;
- b) Ensures that RC operates in accordance with high ethical standards.
- c) Is accountable to RC's membership and abides by its decisions and directives;
- d) Maintains the trust and support of RC's membership;
- e) Ensures that the overall governance, organizational and staffing structure facilitates the pursuit of RC's strategic plan;
- f) Approves human resource policies applicable to management, staff, Committees and program volunteers, to be administered by the ED;
- g) Ensures that policies and procedures exist to identify, measure, manage and monitor risks facing the organization; and
- h) Ensures effective reporting of RC activities to stakeholders, funders and regulators on a timely and regular basis.

### Selection, Support and Evaluation of Executive Director (ED):

- a) Appoints the Governance and Nomination Committee to assist the Board in fulfilling its executive oversight responsibilities;
- b) Selects the ED, determines the ED's compensation, and sets out in clear terms the ED's authority, responsibilities and accountability;
- c) Provides support to the ED to enable the ED to carry out responsibilities;
- d) Develops and employs effective procedures for the monitoring and evaluation of the ED, and as required, for the ED's termination;
- e) Supports the President in conducting a formal evaluation of the ED on an annual basis.

### Financial Oversight:

- a) Appoints a Finance, Audit and Revenue Generation Committee to advise the Board in fulfilling its financial oversight and responsibilities;
- b) Governs RC with a view to its long-term financial health, by safeguarding RC's assets and resources;
- c) Approves RC's audited annual financial report, annual operating budget, and other financial reports as required;
- d) Approves policies that implement sound financial controls for RC and ensures policy compliance by management and committees;
- e) Provides every support to the ED to ensure that the ED is able to carry out the roles and responsibilities of financial analysis and effective utilization of RC's financial resources;
- f) Ensures that an effective relationship is maintained between RC and all funding agencies and financial partners; and
- g) Approves major financial decisions and actions.



### Board Governance:

- a) Governs in accordance with RC's Articles of Incorporation, By-laws , this Policy and any other applicable governance policies of RC;
- b) Approves any changes to the Articles of Incorporation or By-laws for subsequent ratification by the membership;
- c) Approves other RC policies, including those pertaining to relationships with Members and Registered Participants;
- d) Approves the appointments of the Chairs of all RC Committees, and approves members of all RC Board Committees;
- e) Determines the policies, procedures and norms governing Board meetings, subject to RC's By-Laws and relevant legislation and regulation;
- f) Assesses the performance of the Board and its Directors on an annual basis; and
- g) Develops an orientation and on-going training program for Directors.

### External Relations:

- a) Approves policies regarding the conduct of RC's relationships with external agencies, corporate partners and stakeholders;
- b) Approves policies regarding the protection and enhancement of RC's image and reputation;
- c) Approves appointments and/or nominations of RC staff or volunteers to external bodies, including International Racquetball; and
- d) Approves the selection of RC representatives to attend national and international events and competitions.

### Other:

- a) Approves applications for membership in RC and any special terms and conditions of membership;

## **Board Meetings**

### **6. Meeting Procedures**

- a) The Board will meet a minimum of four times per year;
- b) Meetings may be conducted in person or using electronic means, as determined by the Board;
- c) The Board will determine its meeting schedule through the development of an annual Board calendar. As required, the Board may determine to add or reduce the number of meetings, subject to paragraph a. above;
- d) The agenda for the Board meetings will be set by the President in consultation with the ED and, if necessary, other Directors;
- e) Documents related to agenda items will be delivered to the Directors at least three days in advance of the Board meeting by the ED or the ED's delegate;
- f) The rules of procedure for meetings will be *Robert's Rules of Order*, to be modified by decision of the Board, as required
- g) The President will chair the meetings of the Board. In the President's absence, the Vice-President will chair the meeting.
- h) In chairing the meetings, the Chair will guide the discussion so that it proceeds in an orderly, timely and efficient fashion, ensure that all views are heard, that the board reaches decisions, and that, while consensus is the goal, the will of the majority prevails.

## 7. Conduct at Board Meetings

Each Director will comply with the standards of conduct as set out in the RC Code of Conduct and Ethics and, in the course of preparing for and attending Board meetings, will:

- a) Attend Board meetings regularly and participate fully in Board deliberations;
- b) Conduct oneself in Board meetings with a view to furthering the general interests of RC and not the interests of individual and group stakeholders;
- c) Respect confidentiality of Board business and Board deliberations;
- d) Seek to support the process of reaching decisions by consensus and, where necessary, support the majority decisions of the Board and speak with a unified voice about these decisions to the membership and the wider community;
- e) Conduct oneself in Board meetings in a manner exhibiting courtesy, goodwill, objectivity, frankness, openness to new ideas, restraint, effective communication, willingness to compromise, and respect for others;
- f) Ensure that the discussion of business occurs at the Board table and not outside the Boardroom between meetings; and
- g) Each Director will notify the President and ED in advance of a Board meeting if unable to attend a part of or the entire meeting.

## Responsibilities of Officers

### 8. Roles and Responsibilities of the President

- a) Chairs the Board of Directors;
- b) Ensures that all Officers perform their respective duties
- c) Act as the official representative of the Corporation in all relevant matters.
- d) Prepares, with assistance of the ED, the agenda and related documents for meetings of the Board and of the members, and ensures such meetings are conducted in accordance with the Articles, By-laws, the provisions of this Policy, *Robert's Rules of Order* (to be modified by decision of the Board, as required) and any other applicable policies;
- e) Keeps the Board focused on advancing the vision, mission and strategic plan of RC;
- f) Ensures the Board develops strategies, plans and policies to guide RC;
- g) Ensures that the Board attends to its internal governance functions, including those relating to the training of Board members and to the Board's evaluation of its own performance;
- h) Ensures the relationship between the Board and ED remains positive, constructive and professional at all times and represents the collective will of the Board in communicating with the ED;
- i) Plays a leading role in communicating externally the vision, mission and values of RC, and information about RC's activities that is consistent with the views of the Board;
- j) Chairs the Annual Meeting, and Special Meetings of the Members; and
- k) Chairs the Governance and Nominating Committee

### 9. Role and Responsibilities of the Vice-President

The Vice President is voted upon by the membership. The Vice President's role is as follows:

- a) In the absence or disability of the President, perform the duties and exercise the powers of the President, and will perform such other duties as may from time to time be established by the Board. Assisting the President and ED in the preparation of Board agendas,
- b) Performing such other duties as may be assigned from time to time by the Board, the President or the ED

## 10. Role and Responsibilities of the Director of Finance

The Director of Finance voted upon the membership. The Director of Finance's role is as follows:

- a) Overseeing financial matters of RC;
- b) Ensuring that proper accounting records as required by legislation are maintained;
- c) Ensuring the deposit of all monies received in RC's bank account;
- d) Ensuring the appropriate disbursement of funds;
- e) Ensuring the Board is provided with an account of financial transactions and the financial position of RC;
- f) Chair the Finance, Audit and Revenue Generation Committee;
- g) Advising the ED on preparation of the budget; and
- h) Performing such other related responsibilities and duties as may be directed from time to time by the Board.

## 11. Role and Responsibilities of the Executive Director (ED)

The following is intended to provide an overview of the ED's roles and responsibilities and relationship to the Board. The operational specifics of the ED's roles and responsibilities are set out by contract between the ED and the Board.

The ED is RC's lead professional and is appointed by the Board. The ED leads and manages RC in accordance with the strategic direction set by the Board. The ED heads a professional staff in a decentralized office environment. The ED is accountable to the Board of Directors and reports directly to the President.

As long as the ED applies 'any reasonable interpretation' of the board's policies, for example, does not set out to defeat the stated intent or the spirit of the policies, the ED is authorized to establish all operational policies, make all operational decisions and design and implement and manage all operational practices and activities. The ED must not take, allow or approve any action or circumstance in the name of RC that is in breach of the law, is imprudent, which means that it contravenes any organization-specific or commonly held business or professional ethic, or is in breach of generally accepted accounting principles.

### *ED's Executive Discretion*

Acknowledging a Director's right to have access to information necessary to meet a Director's duty of care to the organization, the ED may refuse instructions or requests from individual Directors or from unofficial groups of Directors if, in the ED's opinion, such requests or instructions are:

- a) Inconsistent with the Board's policies;
- b) Deemed to make unjustifiable intrusions into the ED's or other employees' time; or
- c) An unjustifiable cost to RC.

The ED must notify the President of the use of this Executive Discretion, where practicable, prior to the exercise of this Executive Discretion.

## **Committees**

### 12. Role of Committees in RC Governance

The Board recognizes that the membership cares passionately about the sport and community of Racquetball in Canada and has high expectations of RC. Committees are a critical element in providing superior and timely advice to the Board and the ED on key areas of governance, stewardship and strategy. They also provide a means for individuals to contribute directly to RC and to the sport and can serve to prepare individuals for greater responsibilities in RC. Committees are also an important

avenue to communicate with RC's membership and other stakeholders on what the organization is doing, why it has chosen certain approaches, and what results are being achieved.

### 13. Committees

#### *Standing Committees*

RC has two Standing Committees, which advise the Board on issues of RC governance:

- a) Governance and Nominating Committee. The Governance and Nominating Committee is responsible for ensuring, on a continuing basis, that the RC Board is composed of qualified and skilled persons capable of, and committed to, providing effective governance leadership to RC. This committee also reviews the governance policies and ensures Racquetball Canada is adhering to good governance.
- b) Audit and Revenue Generation Committees. The Audit and Revenue Generation Committee is responsible for assisting the Board in fulfilling its oversight responsibilities in relation to financial reporting, financial policies and strategies, and compliance with legal obligations. This committee is also responsible for financial revenue generation ideas and implementation.

The Board will also establish committees to assist the Board and the ED in their leadership and governance roles in two main areas:

- a) Board Committees – providing governance and stewardship advice, and
- b) Technical Committees – providing technical and program advice.

The Board of Directors and the ED each have authority to establish ad-hoc working groups for any purpose, putting such conditions, restrictions, or limitations on the mandate of such committees and their composition, as they deem appropriate. Ad-hoc working groups will usually be established for specific and time-limited tasks.

#### **Board Committees:**

Board Committees support the Board in its governance and stewardship work. These committees will be accountable directly to the Board and include:

- a) Hall of Fame Committee The Hall of Fame Committee shall determine and document, using identified criteria, recipients of RC's Hall of Fame Awards. The Hall of Fame Awards Committee shall submit nominations, as appropriate, for Awards outside the realm of RC (i.e. Canadian Olympic Committee Hall of Fame).

#### **Technical Committees:**

Technical committees will report to the Board through the ED. The role of the Technical Committees is to support the ED, staff and the Board in meeting RC's Strategic Goals. Matters before the Technical Committee that require Board input or approval will be taken to the Board by the ED. These committees will support RC in meeting its Strategic Goals by recommending policies and practices to the Board, and by advising the ED on technical and program issues. Technical committees will include:

- a) Sport Development Committee
- b) Athlete Development Committee
- c) High Performance Committee
- d) Marketing and Communication Committee
- e) Coaches Committee
- f) Athletes Committee

Terms of Reference for the RC's Standing, Board and Technical Committees are provided in Appendix 1. Terms of reference for RC's ad hoc working groups are developed on an as-needed basis by the Board.

## **Procedures**

### Communication

- a) Any member of the Board that has an issue will go through the President of RC and will not speak to the ED or the staff. The President of RC will then communicate with the ED if they deem it necessary.
- b) Any RC staff that has an issue will go through the ED and the ED will communicate with the president of RC if necessary. The staff is not to speak directly to board members.

Violations of the standards and procedures set out in this policy and its appendices may be found to constitute a violation of the RC Code of Conduct and Ethics. As such, the procedures for addressing such violations as set out in the RC Discipline and Complaints and related policies will apply.

## Appendix 1: Committee Guidelines and Procedures

Committees will operate under a series of guidelines that will serve to ensure committees remain relevant, focused and continue to serve the needs for which they were established:

- a) Committees must operate in a manner that is transparent and open, and accountable to RC's Board, Members, and Registered Participants;
- b) The Board will work through its Committees as a means to communicate and engage directly with RC's Members and stakeholders;
- c) Committees shall have Terms of Reference approved by the Board defining their role, life span, procedures and functions, and the boundaries of their authority;
- d) The Board will review each Committee's mandate and terms of reference, identifying anticipated outcomes of committee work and evaluating progress. The review will ensure each committee continues to meet the governance, stewardship, or strategic oversight reasons for its establishment.

### Committee Procedures:

- a) Committee Chairs are appointed by the Board and will serve for two-year terms, which can be renewed;
- b) The Board must approve the appointment of members to Standing and Board Committees;
- c) The ED must approve the appointment of members to Technical Committees;
- d) Committee membership will firstly be competency based, with members chosen based upon the knowledge, skill and experience required by the committee. However, in the composition of committees, the Board and the ED should also ensure diversity in the collective volunteer cadre that makes up the RC committees' membership;
- e) Committees may bring in outside members from time to time in order to bring additional skills, experience or networks;
- f) Unless explicitly empowered by the Board, committees or working parties cannot make decisions on behalf of the Board or ED or speak for the Board or the ED. For the most part the function of committees in fulfilling their role is to advise and make recommendations to the Board or the ED;
- g) The work of committees and working groups must not conflict with the ED's delegated responsibilities, including those responsibilities assigned to staff;
- h) Committees shall not exercise authority over employees nor shall they delegate tasks to any employees unless the ED has specifically agreed to such delegation.

## Appendix 2: Governance and Nominating Committee Terms of Reference

	Governance Committee
Mandate	The Governance Committee is a committee of the Board of Racquetball Canada (RC). Its primary responsibility is the oversight and implementation of annual Board of Director nominations and elections.
Key Duties	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Seek, identify and recruit qualified individuals to stand for election as Directors – in addition to seeking candidates through the usual networking channels within the local sport community, the Committee will also issue an open call for nominations through promotional efforts including, but not limited to, press releases, RC's website and the websites of RC's provincial partners, SIRC, other online services where suitable, and advertisements in local newspapers.</li> <li>• Ensure that candidates for election meet the qualifications to serve as a Director, and fulfill the requirements set out in Racquetball Canada's Bylaws.</li> <li>• Determine what skills and qualities are necessary for the Board to possess</li> <li>• Communicate directly with each candidate to discuss the roles, responsibilities and expectations of a Director.</li> <li>• Promote diversity of the Board in relation to gender, age, language, ethnicity, professional backgrounds, and personal experiences.</li> <li>• Have regard to the specific and desired competencies required on the Board as a whole in soliciting nominations.</li> <li>• In accordance with the Bylaws, oversee all aspects of the election procedures leading up to and at the Annual General Meeting, including identifying and enforcing specific timelines and any other administrative requirements.</li> <li>• Where appropriate, identify individuals for future nomination as Directors and maintain this information for use by future Governance Committees.</li> <li>• Carry out these duties in a manner that encourages a long-term view of RC's leadership needs, as well as Board succession planning.</li> <li>• Such additional duties as may be delegated to the Committee by the Board from time to time.</li> </ul>

Authority	<p>The Committee will exercise its authority in accordance with Racquetball Canada Operational Plan and with the additional provisions as set out in this Terms of Reference and will do so without interference from the Board, unless described herein.</p> <p>The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.</p>
Composition	<p>The Committee will be composed of three (3) individuals appointed by the Board. The Board will appoint one of the three (3) individuals to act as the Chair.</p> <p>Members of the Committee will serve terms of three years, which may be renewed by the Board. One (1) member of the Committee will be appointed on a rotational basis for a three (3) year term.</p>
Meetings	<p>The Committee will meet by telephone or in person, as required. Meetings will be at the call of the Chair.</p>
Resources	<p>The Committee will receive the necessary reasonable resources from Racquetball Canada to fulfill its mandate, as approved by the RC Board. The Committee may, from time to time, receive administrative support from Racquetball Canada.</p>
Reporting	<p>Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented by the Chair.</p>
Approval and Review	<p>The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.</p>
Other	



### Appendix 3: Audit, Finance and Revenue Generation Committee Terms of Reference

	Finance and Audit Committee
Mandate	The Finance and Audit Committee is a standing committee of the Board of the Organization. It is responsible for oversight related to corporate auditing and report, financial policies and strategies, and financial risk management.
Key Duties	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Advise the Board on compliance with legal and regulatory requirements.</li> <li>• Determine the adequacy of the Organization's internal financial controls and procedures for financial reporting to the Board, Members, and funding agencies.</li> <li>• Develop and oversee the implementation of financial policies to safeguard the Organization's assets and revenue streams.</li> <li>• Review and approve the scope of the annual audit and audit fees to be paid, and annually recommend the appointment of an auditor at the Annual Meeting.</li> <li>• Ensure that any problems, issues or concerns raised by the auditor are promptly and satisfactorily addressed by the Board.</li> <li>• As required, receive reports and advise the Board on any material government investigation, litigation, contractual dispute, or legal matter.</li> <li>• Advise the Board on risk management and insurance policies and programs.</li> <li>• Work with staff to review and assess budgets, and advise on budget recommendations to the Board.</li> <li>• Provide expertise to enhance the quality of Board discussion on financial matters and facilitate effective Board financial decision- making.</li> <li>• Additional duties as may be delegated to the Committee by the Board from time to time.</li> </ul> <p>The Committee will have the authority to conduct investigations and to retain, with the approval of the Board and at the expense of the Organization, the services of outside resources, including legal counsel or other experts.</p>
Authority	The Committee will exercise its authority in accordance with the Bylaws and such additional provisions as are set out in this Terms of Reference, and will do so without interference from the Board.

	<p>The Committee is a limited agent of the Board in relation to audit matters, and is an active advisor to the Board on all other financial matters. The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.</p>
Composition	<p>The Committee will be composed of the Treasurer (who will Chair the Committee) and three additional persons who are appointed by the Board at the Annual Meeting or at a meeting of the Board. At least one member of the Committee will be a CPA or its equivalent, or will be financially literate as interpreted by the Board in its business judgment.</p> <p>Members of the Committee will serve terms of two years, which may be renewed by the Board.</p>
Meetings	<p>The Committee will meet by telephone or in person, as required. Meetings will be at the call of the Chair.</p>
Resources	<p>The Committee will receive the necessary resources from the Organization to fulfill its mandate. The Committee may, from time to time, receive administrative support from the Organization.</p>
Reporting	<p>As a standing committee of the Organization, the Committee operates independently of management and the Board. Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented by the Chair.</p>
Approval and Review	<p>The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.</p>
Other	<p>The provisions of the Bylaws as they relate to the Finance and Audit Committee will also apply.</p>

## Appendix 4: Sport Development Committee Terms of Reference

	<b>Sport Development Committee</b>
Mandate	<p>The Sport Development Committee is a committee of the Board of Racquetball Canada (RC). Its primary responsibility is the oversight and implementation of Racquetball Canada's <i>Sport Development</i> section of the Racquetball Canada Operational Plan.</p>
Key Duties	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Select the locations for national events as per Racquetball Canada's <i>Bid Selection Grid</i></li> <li>• Select officials for national and international events as per Racquetball Canada's <i>Officials Selection Policy</i></li> <li>• Implement training for officials at national events</li> <li>• Develop, maintain and implement Racquetball Canada's training and evaluation program for Officials</li> <li>• Set the ranking run schedule and work with the provider of rankings to ensure rankings are correct and completed on time</li> <li>• Maintain and update ranking rules and processes</li> <li>• Work with the Administrator of High Performance and Sport Development to implement and develop the NCCP (coaching education) program for Racquetball</li> <li>• Support the approval of event sanctions when needed (via the Executive Director)</li> <li>• Collaborate with the Athlete Development Committee and High Performance Committee when needed</li> </ul> <p>The Committee will have the authority to retain, with the approval of the Board and at the expense of Racquetball Canada, the services of outside resources as needed.</p>
Authority	<p>The Committee will exercise its authority in accordance with Racquetball Canada Operational Plan and with the additional provisions as set out in this Terms of Reference and will do so without interference from the Board, unless described herein.</p> <p>The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.</p>

Composition	<p>The Committee will be composed of three (3) individuals appointed by the Board. The Board will appoint one of the three (3) individuals to act as the Chair.</p> <p>The Racquetball Canada Administrator of High Performance and Sport Development will serve as an ex-officio member of this committee.</p> <p>Members of the Committee will serve terms of three years, which may be renewed by the Board. One (1) member of the Committee will be appointed on a rotational basis for a three (3) year term.</p>
Meetings	The Committee will meet by telephone or in person, as required. Meetings will be at the call of the Chair.
Resources	The Committee will receive the necessary reasonable resources from Racquetball Canada to fulfill its mandate, as approved by the RC Board. The Committee may, from time to time, receive administrative support from Racquetball Canada.
Reporting	Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented electronically by the Chair or the Racquetball Canada Administrator of High Performance and Sport Development
Approval and Review	The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.
Other	

## Appendix 5: Athlete Development Committee Terms of Reference

	<b>Athlete Development Committee</b>
Mandate	The Athlete Development Committee is a committee of the Board Racquetball Canada (RC). Its primary responsibility is the oversight and implementation of Racquetball Canada's <i>Grassroots Athlete Development</i> section of the Racquetball Canada Operational Plan.
Key Duties	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Develop and implement resources to support athlete development pathway in the Learn to Train and Train to Compete LTAD stages</li> <li>• Create partnerships with organizations to help grow the sport of Racquetball (i.e., Boys and Girls Clubs, other sport organizations, YMCA's)</li> <li>• Collaborate with the High-Performance Committee to support and enhance the development of Junior aged players</li> <li>• Develop and implement events to showcase the sport of Racquetball and promote participation</li> <li>• With the Executive Director, develop the annual budget for the committee for recommendation to the RC Board for their approval.</li> </ul> <p>The Committee will have the authority to retain, with the approval of the Board and at the expense of Racquetball Canada, the services of outside resources as needed.</p>
Authority	<p>The Committee will exercise its authority in accordance with Racquetball Canada Operational Plan and with the additional provisions as set out in this Terms of Reference and will do so without interference from the Board unless described herein.</p> <p>The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.</p>
Composition	<p>The Committee will be composed of three (3) individuals appointed by the Board. The Board will appoint one of the three individuals to act as the Chair.</p> <p>The Racquetball Executive Director will serve as an ex-officio member of this committee.</p> <p>Members of the Committee will serve terms of three years, which may be renewed by the Board. One (1) member of the Committee will be appointed on a rotational basis for a three (3) year term.</p>
Meetings	The Committee will meet by telephone or in person, as required. Meetings will be at the call of the Chair.

Resources	The Committee will receive the necessary reasonable resources from Racquetball Canada to fulfill its mandate, as approved by the RC Board. The Committee may, from time to time, receive administrative support from Racquetball Canada.
Reporting	Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented electronically by the Chair or Racquetball Canada's Executive Director
Approval and Review	The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.
Other	

## Appendix 6: High Performance Committee Terms of Reference

	High Performance Committee
Mandate	The High-Performance Committee is a committee of the Board of Racquetball Canada (RC). Its primary responsibility is the oversight and implementation of Racquetball Canada's <i>High-Performance Athlete-Development</i> section of the Racquetball Canada Operational Plan.
Key Duties	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Develop and monitor a high-performance plan for RC relevant to Train to Win and Train to Compete stages of the RC Long-term Athlete Development framework.</li> <li>• Conduct an annual high-performance plan evaluation to confirm that objectives of the high-performance plan are being met and are achieving the desired results.</li> <li>• Identify players with potential ability to compete successfully at the international level.</li> <li>• Develop and recommend to the RC Board the process and criteria to be used for the selection of athletes, coaches and support staff to the National Team Program and specific International Event Teams for international tournaments and competition, which would require Board approval prior to implementation.</li> <li>• Implement the RC Board approved process and criteria for selecting athletes, coaches and support staff to the National Team Program and International Event Teams for international tournaments and competition.</li> <li>• Develop and recommend to the RC Board the process and criteria to be used for the selection and nomination of athletes to the Sport Canada Athlete Assistance Program (AAP) which would require Board approval prior to implementation.</li> <li>• Implement the RC Board approved process and criteria for nomination and selecting athletes to the Sport Canada Athlete Assistance Program (AAP).</li> <li>• Recommend to the Executive Director, the appointment of a volunteer to act as Team Manager as required at international events.</li> <li>• Collaborate with the Athlete Development and Sport Development Committees as needed to develop and implement the athlete development system with particular emphasis on the Train to Win and Train to Compete stages of long-term athlete development.</li> <li>• Develop and implement mechanisms by which the extended RC community understands the high-performance programs, thereby contributing to the creation of a unified approach to high performance training and athlete development.</li> </ul>

	<ul style="list-style-type: none"> <li>• With the Executive Director, develop the annual budget for the committee for recommendation to the RC Board for their approval.</li> <li>• Ensure that materials and data developed regarding the RC High Performance program are updated and shared with the RC national office.</li> </ul> <p>The Committee will have the authority to retain, with the approval of the Board and at the expense of Racquetball Canada, the services of outside resources, including sport scientists and coach educators.</p>
Authority	<p>The Committee will exercise its authority in accordance with Racquetball Canada Operational Plan and with the additional provisions as set out in this Terms of Reference and will do so without interference from the Board, unless described herein.</p> <p>The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.</p>
Composition	<p>The Committee will be composed of a minimum three (3) individuals to a maximum of five (5) appointed by the Board. The Board will appoint one of the individuals to act as the Chair. If possible one member must be independent (chair), 1 member will be from the coaches committee and one member will be from the elite athletes. Additional athletes may be selected if (1) retired athlete or</p> <p>The Racquetball Canada High Performance Director will serve as an ex-officio member of this committee.</p> <p>Members of the Committee will serve terms of three years, which may be renewed by the Board. One (1) member of the Committee will be appointed on a rotational basis for a three (3) year term.</p>
Meetings	<p>The Committee will meet virtually or in person, as required. Meetings will be at the call of the Chair.</p>
Resources	<p>The Committee will receive the necessary reasonable resources from Racquetball Canada to fulfill its mandate, as approved by the RC Board. The Committee may, from time to time, receive administrative support from Racquetball Canada.</p>
Reporting	<p>Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented electronically by the Chair or the Racquetball Canada High Performance Director</p>
Approval and Review	<p>The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.</p>
Other	



## Appendix 7: Hall of Fame Committee Terms of Reference

	Hall of Fame Selection Committee
Mandate	The Hall of Fame Selection Committee is a committee of the Board of Racquetball Canada (RC). Its primary responsibility is the oversight and selection of members to Racquetball Canada's Hall of Fame.
Key Duties	<p>The Committee will perform the following key duties annually:</p> <ul style="list-style-type: none"> <li>• Review Hall of Fame nominations</li> <li>• Ensure nominations are complete</li> <li>• Using the pre-selection matrix assess the merit of the Hall of Fame nominations</li> <li>• Vote on Hall of Fame nominations</li> <li>• Recommend to the Board of Directors names of Hall of Fame inductees</li> </ul> <p>Review Hall of Fame policy and procedures, and if needed recommend revisions to the Board. The Committee will have the authority to retain, with the approval of the Board and at the expense of Racquetball Canada, the services of outside resources as needed.</p>
Authority	<p>The Committee will exercise its authority in accordance with Racquetball Canada Operational Plan, the Hall of Fame Policy and Procedures and with the additional provisions as set out in this Terms of Reference and will do so without interference from the Board unless described herein.</p> <p>The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.</p>
Composition	<p>The Committee will be composed of five (5) individuals appointed by the Board. The Board will appoint one of the five individuals to act as the Chair. When possible, one of the Committee Members will be a Member of the Hall of Fame.</p> <p>The Committee will also maintain a pool of two other volunteers appointed by the Board. The Committee will draw on the pool of volunteers in the event that a member is unavailable due to a conflict of interest related to a nomination or if there is a vacancy on the Committee.</p> <p>The Racquetball Executive Director (or their designate?) will serve as an ex-officio member of this committee.</p>

	Members of the Committee will serve terms of three years, which may be renewed by the Board. One (1) member of the Committee will be appointed on a rotational basis for a three (3) year term
Meetings	The Committee will meet virtually or in person, as required. Meetings will be at the call of the Chair.
Resources	The Committee will receive the necessary reasonable resources from Racquetball Canada to fulfill its mandate, as approved by the Board. The Committee may, from time to time, receive administrative support from Racquetball Canada.
Reporting	Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented electronically by the Chair or Racquetball Canada's Executive director.
Approval and Review	The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.
Other	

## Appendix 8: Marketing and Communications Committee Terms of Reference

	<b>Marketing and Communications Committee</b>
<b>Mandate</b>	The Marketing and Communications is a committee of the Board of Racquetball Canada (RC). Its primary responsibility is the oversight and implementation of Racquetball Canada's Marketing and Communications (website and social media) and the <i>Marketing and Promotion</i> section of the Racquetball Canada Operational Plan.
<b>Key Duties</b>	<p>The Committee will perform the following key duties:</p> <p><b>Marketing</b></p> <ul style="list-style-type: none"> <li>• Develop revenue generation plan in coordination with the Executive Director</li> <li>• Offer advice and insight on marketing and fundraising opportunities.</li> <li>• Communicate as necessary with people of influence</li> <li>• Research and make recommendations for revenue streams</li> <li>• Create and manage fundraising events</li> <li>• Create sub-committees, as necessary, to direct specific projects</li> </ul> <p><b>Communications</b></p> <ul style="list-style-type: none"> <li>• Develop partnerships with local and national media outlets to maximize exposure of RC events and athletes</li> <li>• Manage the live streaming of RC's national events where applicable</li> <li>• Manage RC's social media accounts</li> <li>• Regularly update social media and the website regarding RC athlete performances and events (i.e., selection events, tour events, national championships and International Travel Team results)</li> <li>• Work with the Executive Director to maintain RC's website</li> <li>• Assist provincial partners with their websites (those that are linked to the national RC site)</li> <li>• Assist the Executive Director with communications as needed</li> <li>• Create sub-committees, as necessary, to direct specific projects</li> </ul> <p>The Committee will have the authority to retain, with the approval of the Board and at the expense of Racquetball Canada, the services of outside resources, including streaming support for live events and access to fundraising expertise</p>

Authority	<p>The Committee will exercise its authority in accordance with Racquetball Canada Operational Plan and with the additional provisions as set out in this Terms of Reference and will do so without interference from the Board, unless described herein.</p> <p>The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.</p>
Composition	<p>The Committee will be composed of three (3) individuals appointed by the Board. The Board will appoint one of the three (3) individuals to act as the Chair</p> <p>The Racquetball Executive Director will serve as an ex-officio member of this committee.</p> <p>Members of the Committee will serve terms of three years, which may be renewed by the Board. One (1) member of the Committee will be appointed on a rotational basis for a three (3) year term.</p>
Meetings	<p>The Committee will meet by telephone or in person, as required. Meetings will be at the call of the Chair.</p>
Resources	<p>The Committee will receive the necessary reasonable resources from Racquetball Canada to fulfill its mandate, as approved by the RC Board. The Committee may, from time to time, receive administrative support from Racquetball Canada.</p>
Reporting	<p>Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented electronically by the Chair or Racquetball Canada's Executive Director</p>
Approval and Review	<p>Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented electronically by the Chair or Racquetball Canada's Executive Director</p>
Other	

## Appendix 9: Coaching Committee Terms of Reference

	Coaching Committee Terms of Reference
Mandate	The Coaching Committee is an advisory committee to Racquetball Canada (RC). This committee is dedicated to brainstorming, implementing, and reviewing coaching strategies to help develop and maintain strong junior programming across Canada.
Key Duties	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Determine the needs and wants of coaches</li> <li>• Create coaching strategies for all levels of development</li> <li>• Develop recruiting strategies for programming</li> <li>• Create programming structures</li> <li>• Ensure LTAD and Competition Review concepts are built into coaching across Canada</li> </ul>
Authority	<p>The Committee will exercise its authority in accordance with Racquetball Canada's Operational Plan and with the additional provisions as set out in this Terms of Reference and will do so without interference from the Board unless described herein.</p> <p>The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.</p>
Composition	<p>The Committee will be composed of a minimum of (3) individuals to a maximum of 12 individuals appointed by the Board. The Board will appoint one of the individuals to act as the Chair. Members will be comprised of a minimum of one coach from each region in Canada (West, Central and East) with equal gender balance.</p> <p>The Racquetball Canada Community Co-ordinator will serve as an ex-officio member of this committee.</p> <p>Members of the Committee will serve terms of three years, which may be renewed by the Board. One (1) member of the Committee will be appointed on a rotational basis for a three (3) year term.</p>
Meetings	The Committee will meet virtually, as required. Meetings will be at the call of the Chair.
Resources	The Committee will receive the necessary reasonable resources from Racquetball Canada to fulfill its mandate, as approved by the RC Board. The Committee may, from time to time, receive administrative support from Racquetball Canada.

Reporting	Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented electronically by the Chair or Racquetball Canada's Community Coordinator
Approval and Review	The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.
Other	

## Appendix 10: Sample Meeting Template

# Meeting Agenda Template

Date

Invited:

Meeting time:

Meeting location:

Item		Time
1.	<u>Chair Welcome and Land Acknowledgement</u>	5 minutes
2.	<u>Roll Call</u>	2 minutes
3.	<u>Additions to Agenda</u>	1 minute
4.	<u>Approval of Agenda</u> <i>Motion to approve</i>	1 minute
5.	<u>Declaration of Conflict</u>	5 minutes
6.	<u>Approval of previous meeting minutes</u> <i>Motion to approve as circulated</i>	5 minutes
7.	<u>Business Arising</u>	10 minutes
8.	<u>Electronic Correspondence</u>	5 minutes
9.	<u>Reports</u>	20 minutes
10.	<u>Motions:</u>	20 minutes
11.	<u>Discussions:</u>	20 minutes
12.	<u>Operational Plan:</u>	15 minutes

13.	<u>New Business</u>	10 minutes
14.	<u>Next Meeting:</u>	5 minutes
15.	<u>Adjournment:</u>	



## Appendix 11: Sample Minute Template

# Meeting Minutes

Date

Present:

Regrets:

Meeting start:

Meeting location:

Item	Discussion	2. Action Items
1.	<u>Chair Welcome and Land Acknowledgement</u>	
2.	<u>Roll Call</u>	
3.	<u>Additions to Agenda</u>	
4.	<u>Approval of Agenda</u> <i>Motion to approve</i>	
5.	<u>Declaration of Conflict</u>	
6.	<u>Approval of previous meeting minutes</u> <i>Motion to approve as circulated</i>	
7.	<u>Business Arising</u>	
8.	<u>Electronic Correspondence</u>	
9.	<u>Reports</u>	
10.	<u>Motions:</u>	
11.	<u>Discussions:</u>	

12.	<u>Operational Plan:</u>	
13.	<u>New Business</u>	
14.	<u>Next Meeting:</u>	
15.	<u>Adjournment:</u>	

## TRANS-INCLUSION POLICY

1. Racquetball Canada utilizes the following guiding principles in developing and applying this policy:
  - a) Athletes in developmental and recreational sport should be able to participate in the gender category in which they identify, without any need for disclosure of information or other requirements. The same policy of inclusion would apply to high performance athletes up until the point where they must comply with international federation rules.
  - b) Hormone therapy should not be required for an athlete to participate in high performance sport (up to the point where international federation rules would take effect).
  - c) There should be no requirement for an athlete to disclose their transgender identity or history to compete in high performance sport (up to the point where international federation rules would take effect) unless there is a justified reason for them to do so; and
  - d) Surgical intervention should never be required for a transgender athlete to participate in high performance sport.

### Definitions

2. The following terms are applicable to this document:
  - a) **"Association"** - Racquetball Canada.
  - b) **"Bona fide"** - Acting in good faith, without deception or fraud.
  - c) **"Cisgender"** - A term to describe a person whose gender identity corresponds with their birth-assigned sex (e.g., someone whose gender identity is man and was assigned male at birth)
  - d) **"Gender binary"** - A social system whereby people are thought to have either one of two genders: man or woman. These genders are expected to correspond to sex assigned at birth: male or female. In the gender binary system, there is no room for diversity outside of man or woman, for living between genders or for crossing the binary. The gender binary system is rigid and restrictive for many people who feel that their natal sex (sex they were labelled with at birth) does not match up with their gender or that their gender is fluid and not fixed.
  - e) **"Gender Expression"** - The way an individual communicates their gender identity to others. This is done through behaviour, body language, voice, emphasis or de-emphasis of bodily characteristics, choice of clothing, hairstyle, and wearing make-up and/or accessories. The traits and behaviours associated with masculinity and femininity are culturally specific and change over time.
  - f) **"Gender Identity"** - A person's innermost sense of their own gender. This can include man, woman, both, neither or something else entirely. Gender also refers to a variety of social and behavioural characteristics (e.g., appearance, mannerisms). There are lots of words people may use to talk about their gender identity and expression.
  - g) **"Gender reassignment"** - Medically-supervised program of treatment to transition a person's body to align with their gender identity through hormone therapy and/or surgery.
  - h) **"Intersex"** - Refers to a combination of features that distinguish male and female anatomy.

- i) **"LGBTQ/2S"** - An umbrella acronym for lesbian, gay, bisexual, trans, queer, intersex, and two-spirit. Other acronyms commonly used are LGBTQ+ and LGBTQ2;
- j) **"Participant"** - Includes all individuals employed by or engaged in Racquetball Canada activities and programs.
- k) **"Sex"** - The classification of people as male, female or intersex. Sex is usually assigned at birth and is based on an assessment of a person's reproductive system, hormones, chromosomes and other physical characteristics, most notably by external genitalia.
- l) **"Sexual orientation"** - Sexual orientation describes human sexuality, from gay and lesbian to bisexual and heterosexual orientations. A person's gender identity or expression is fundamentally different from and not related to their sexual orientation. Because a person identifies as trans does not predict or reveal anything about their sexual orientation. A trans person may identify as gay, lesbian, queer, straight, or bisexual.
- m) **"Trans"** - An umbrella term that describes people with diverse gender identities and gender expressions that do not conform to stereotypical ideas about what it means to be a girl/woman or boy/man in society. It includes but is not limited to people who identify as transgender, transsexual, cross dressers (adjective) or gender non-conforming (gender diverse or genderqueer).
- n) **"Transgender"** - People whose gender identity differs from the sex they were assigned at birth. In order to align their bodies with their sense of gender, some transgender individuals undergo gender reassignment.
- o) **"Transgender Female"** - Someone who was assigned the male sex at birth, but whose gender identity is female.
- p) **"Transgender Male"** - Someone who was assigned female sex at birth, but whose gender identity is male.
- q) **"Two-spirit"** - An English umbrella term used by some indigenous people rather than, or in addition to, identifying as LGBTQ. This term affirms the interrelatedness of all aspects of identity - including gender, sexuality, community, culture, and spirituality; and
- r) **"TUE"** - Therapeutic Use Exemption.

## Purpose

- 3. The Association believes that all Participants deserve respectful and inclusive environments for participation that value the Participant's gender identity and gender expression. The Association wishes to ensure that all participants have access to programming and facilities in which they feel comfortable and safe. The Association is committed to implementing this policy in a fair and equitable manner.

## Actions for Inclusion

- 4. The Association pledges to:
  - a) Provide this policy to Association staff, Directors, national team coaches, managers, and trainers and offer additional inclusion education and training opportunities on its implementation.
  - b) Provide registration forms and other documents that enable:
    - i. The Participant to indicate their gender identity, rather than their sex or gender.
    - ii. The Participant to abstain from indicating a gender identity with no consequence to the Participant.

- iii. The Participant the opportunity to indicate their preferred pronoun; and
- iv. The Participant to indicate their preferred name if different from their legal name.
- c) Maintain organizational documents on the Association website in a manner that promotes inclusive language and images.
- d) Refer to Participants by their preferred name and pronouns.
- e) Work with transgender Participants on the implementation and/or modification of this policy.
- f) When the Association has the authority to determine Participants' use of washrooms, change rooms, and other facilities, the Association will enable Participants to use the facilities of their gender identity.
- g) Ensure uniforms and dress codes that respect a Participant's gender identity and gender expression; and
- h) Determine Eligibility Guidelines for transgender participants (as described in this Policy).

### **Eligibility Guidelines - Exceptions**

- 5. As applicable, the eligibility guidelines of the International Racquetball Federation and/or any international Games Organization regarding transgender athlete participation **will** supersede the eligibility guidelines as outlined in this Policy.

### **Eligibility Guidelines**

- 6. As a general guiding principle for the Association's eligibility guidelines, the Association supports the following statement from Creating Inclusive Environments for Trans Participants in Canadian Sport:

*Based on this background and available evidence, trans athletes should be able to participate in the gender with which they identify, regardless of whether they have or have not undergone hormone therapy. Exceptions could be made if a sport organization is able to provide evidence that demonstrates hormone therapy is a reasonable and bona fide requirement (i.e., a necessary response to a legitimate need) to create a fair playing field at the high-performance level (p. 19).*

- 7. At both recreational and competitive levels, a Participant is able to participate in the gender category in which they identify.
- 8. The Association welcomes all Participants, cis-gender and trans-gender, to participate in our programs and to experience Racquetball in their lived identity. Further, and consistent with our mission of providing an inclusive environment in which children and young adults can build a lifelong love of sport, we encourage Participants to reference Racquetball Canada's Equal Opportunity for Participation Guidelines.
- 9. Participants are not required to disclose their transgender identity or history to the Association or any of the Association's representatives (e.g., Coaches, Staff, Directors, Officials, etc..).

10. **All** athletes must be aware that they may be subject to doping control testing pursuant to the Canadian Anti-Doping Program. The administration of hormones as a component of gender reassignment will, in most cases, contravene the World Anti-Doping Code. Transgender athletes undergoing gender reassignment are encouraged to contact the Canadian Centre for Ethics in Sport (CCES) to determine what procedures, if any, are required to obtain a **TUE**.

### **Confidentiality**

11. The Association will not disclose to outside parties any documentation or information about a Participant's gender identity.

### **Ongoing Monitoring**

12. The Association commits to monitoring ongoing developments regarding national and international participation guidelines for transgender athletes and pledges to review and/or revise this policy whenever new information becomes available.

### **Resolving Gender Identity and Expression Issues**

13. Should a Participant feel they have been subject to, or witness, discrimination, bullying, harassment, sexual harassment, vilification, or victimization based on gender identity or expression, they should take appropriate action through the Association's *Discipline and Complaints Policy*. Should the Participant not feel safe in doing so, they should seek assistance from the Association's Executive Director for advice and support or action on their behalf. Alternately the participant can call the independent third party hotline for an independent investigation.

### **Appeal**

14. Any decision rendered by the Association in accordance with this policy may be appealed in accordance with the Association's *Appeal Policy*.

### **More Information**

Canadian Women in Sport (2017): *Leading the Way: Working with LGBT Athletes and Coaches. A Practical Resource for Coaches.*

Access at: [https://womenandsport.ca/wp-content/uploads/2020/03/Leading-the-Way\\_Full-Resource\\_Canadian-Women-Sport.pdf](https://womenandsport.ca/wp-content/uploads/2020/03/Leading-the-Way_Full-Resource_Canadian-Women-Sport.pdf)

Canadian Centre for Ethics in Sport (CCES) (2012): *Sport in Transition: Making Sport in Canada More Responsible For Gender inclusivity.* Access at: <https://cces.ca/sites/default/files/content/docs/2024-01/cces-paper-sport-in-transition-en.pdf>

Canadian Centre for Ethics in Sport (CCES) (2016): Creating Inclusive Environments for Trans Participants in Canadian Sport - Guidance for Sport Organizations. Access at: <https://cces.ca/sites/default/files/content/docs/2024-01/cces-trans-inclusion-policy-guidance-en.pdf>