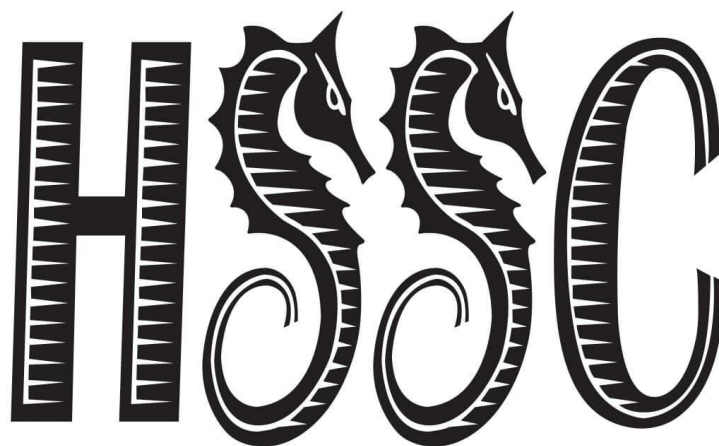


HSSC Club Policies Booklet



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HANEY SEAHORSE SWIM CLUB

2020/2021 Code of Conduct and Ethics

“Organization” refers to: Haney Seahorse Swim Club (HSSC)

Definitions

1. The following terms have these meanings in this Code:
 - a) “*Individuals*” – Individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization
 - b) “*Workplace*” - Any place where business or work-related activities are conducted. Workplaces include but are not limited to, the Organization’s office, work-related social functions, work assignments outside the Organization’s offices, work-related travel, and work-related conferences or training sessions

Purpose

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

Application of this Code

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

Responsibilities

8. Individuals have a responsibility to:
- a) Maintain and enhance the dignity and self-esteem of the Organization members and other individuals by:
 - i. Demonstrating respect to individuals regardless of body type, physical characteristics, athletic ability, age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, sex, and sexual orientation
 - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees, or members
 - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct
 - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory
 - v. Consistently treating individuals fairly and reasonably
 - vi. Ensuring adherence to the rules of the sport and the spirit of those rules
 - b) 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. 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. Leering or other suggestive or obscene gestures
 - iv. Condescending or patronizing behaviour, which is intended to undermine self-esteem, diminish performance or adversely affect working conditions
 - v. Practical jokes which endanger a person's safety, or negatively affect performance
 - vi. Any form of hazing where hazing is defined as *"Any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking athlete by a more senior teammate, which does not contribute to either athlete's positive development, but is required to be accepted as part of a team, regardless of the junior-ranking athlete'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 based on class, number of years on the team, or athletic ability."*
 - vii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing
 - viii. Unwelcome sexual flirtations, advances, requests, or invitations
 - ix. Physical or sexual assault
 - x. Behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment
 - xi. Retaliation or threats of retaliation against an individual who reports harassment to the Organization
 - c) Refrain from any behaviour that constitutes **workplace harassment**, where workplace harassment is defined as vexatious comment or conduct against a worker in a workplace – a comment or conduct 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 function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute workplace harassment include, but are not limited to:
 - i. Bullying
 - ii. Repeated offensive or intimidating phone calls or emails
 - iii. Inappropriate sexual touching, advances, suggestions or requests
 - iv. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form
 - v. Psychological abuse
 - vi. Personal harassment
 - vii. Discrimination

- viii. Intimidating words or conduct (offensive jokes or innuendos)
 - ix. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning
- d) Refrain from any behaviour that constitutes **workplace violence**, where workplace violence is defined as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker. Types of behaviour that constitute workplace harassment include, but are not limited to:
 - i. Verbal threats to attack a worker
 - ii. Sending to or leaving threatening notes or emails for a worker
 - iii. Making threatening physical gestures to a worker
 - iv. Wielding a weapon in a workplace
 - v. Hitting, pinching or unwanted touching of a worker which is not accidental
 - vi. Throwing an object at a worker
 - vii. Blocking normal movement or physical interference of a worker, with or without the use of equipment
 - viii. Sexual violence against a worker
 - ix. Any attempt to engage in the type of conduct outlined above
- e) Refrain from any behaviour that constitutes **sexual harassment**, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:
 - i. Sexist jokes
 - ii. Display of sexually offensive material
 - iii. Sexually degrading words used to describe a person
 - iv. Inquiries or comments about a person's sex life
 - v. Unwelcome sexual flirtations, advances, or propositions
 - vi. Persistent unwanted contact
- f) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, the Organization adopts and adheres to the Canadian Anti-Doping Program. Any infraction under this Program shall be considered an infraction of this Code and may be subject to further disciplinary action, and possible sanction, pursuant to the Organization's *Discipline and Complaints Policy*. the Organization will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by the Organization or any other sport organization
- g) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
- h) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- i) Refrain from consuming tobacco products, or recreational drugs while participating in the Organization's programs, activities, competitions, or events
- j) In the case of adults, avoid consuming alcohol in competitions and situations where minors are present and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with the Organization's events
- k) Respect the property of others and not wilfully cause damage
- l) Promote the sport in the most constructive and positive manner possible
- m) When driving a vehicle with an Individual:
 - i. Not have his or her license suspended;
 - ii. Not be under the influence of alcohol, cannabis or illegal drugs or substances; and
 - iii. Have valid car insurance

- n) Adhere to all federal, provincial, municipal and host country laws
- o) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- p) Comply, at all times, with the Organization's bylaws, policies, procedures, and rules and regulations, as adopted and amended from time to time

Directors, Committee Members, and Staff

9. In addition to section 7 (above), the Organization's Directors, Committee Members, and Staff will have additional responsibilities to:
- a) Function primarily as a Director or Committee Member of the Organization; not as a member of any other particular member or constituency
 - b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the Organization's business and the maintenance of Individuals' confidence
 - c) Ensure that the Organization's financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
 - d) Conduct themselves openly, professionally, lawfully and in good faith in the best interests of the Organization
 - e) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
 - f) Behave with decorum appropriate to both circumstance and position
 - g) Keep informed about the Organization's activities, the provincial sport community, and general trends in the sectors in which they operate
 - h) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to the laws under which the Organization is incorporated
 - i) Respect the confidentiality appropriate to issues of a sensitive nature
 - j) Respect the decisions of the majority and resign if unable to do so
 - k) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
 - l) Have a thorough knowledge and understanding of all the Organization governance documents
 - m) Conform to the bylaws and policies approved by the Organization

Coaches

10. In addition to section 7 (above), coaches have many additional responsibilities. The coach-athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:
- a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes
 - b) 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
 - c) Avoid compromising the present and future health of athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments
 - d) Support the coaching staff of a training camp, provincial team, or national team; should an athlete qualify for participation with one of these programs
 - e) Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete
 - f) Act in the best interest of the athlete's development as a whole person
 - g) Comply with the Organization's *Screening Policy*, if applicable

- h) Report to the Organization any ongoing criminal investigation, conviction, or existing bail conditions, including those for violence, child pornography, or possession, use, or sale of any illegal substance
- i) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcohol and/or tobacco
- j) Respect athletes playing with other teams and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the athletes
- k) Not engage in a sexual relationship with an athlete under 18 years old, or an intimate or sexual relationship with an athlete over the age of 18 if the coach is in a position of power, trust, or authority over the athlete
- l) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
- m) Dress professionally, neatly, and inoffensively
- n) Use inoffensive language, taking into account the audience being addressed

Athletes

11. In addition to section 7 (above), athletes will have additional responsibilities to:

- a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete; or in the case of carded athletes, interfere with the athlete's ability to fulfill requirements under the Athlete Assistance Program
- b) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
- c) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
- d) Adhere to the Organization's rules and requirements regarding clothing and equipment
- e) Never ridicule a participant for a poor performance or practice
- f) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other athletes, officials, coaches, or spectators
- g) Dress to represent the sport and themselves well and with professionalism
- h) Act in accordance with the Organization's policies and procedures and, when applicable, additional rules as outlined by coaches or managers

Officials

12. In addition to section 7 (above), officials will have additional responsibilities to:

- a) Maintain and update their knowledge of the rules and rules changes
- b) Work within the boundaries of their position's description while supporting the work of other officials
- c) Act as an ambassador of the Organization by agreeing to enforce and abide by national and provincial rules and regulations
- d) Take ownership of actions and decisions made while officiating
- e) Respect the rights, dignity, and worth of all individuals
- f) Not publicly criticize other officials or any club or association
- g) Assist with the development of less-experienced referees and minor officials
- h) Conduct themselves openly, impartially, professionally, lawfully, and in good faith in the best interests of the Organization, athletes, coaches, other officials, and parents
- i) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
- j) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Individuals

- k) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or association at the earliest possible time
- l) When writing reports, set out the true facts and not attempt to justify any decisions
- m) Dress in proper attire for officiating

Parents/Guardians and Spectators

13. In addition to paragraph 7 above, Parents/Guardians and Spectators at events will:

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

HANEY SEAHORSE SWIM CLUB

2020/2021 Financial Obligation Policy

Insufficient Funds Policy (NSF Cheques):

Each account will be allowed two (2) returned cheques after which payment by cheque will not be accepted. This includes returned electronic payments.

- Full payment of outstanding fees is immediately owed.
- An additional charge of \$45.00 NSF service fee will be added to the payment for each NSF cheque.
- The registration of the swimmer will be suspended until payment & service fee is paid in full, without payment swim insurance is void.
- All outstanding fees must be paid in full before re-enrolment for the following swim season will be accepted.
- Future registrations will require payment by credit card, certified cheque or money order. Payments by cheque or Pre-Authorized Debit (PAD) will no longer be accepted.

HANEY SEAHORSE SWIM CLUB

2020/2021 Membership Cancellation Policy

It is my responsibility to inform with written notice (MINIMUM 30 days) to the club Registrar if my swimmer quits before the end of the swim year; (June)

That the club retains the right to refund registration fees within 30 days of registration should the swimmer not have the proficiency required for his/her age group.

HANEY SEAHORSE SWIM CLUB

2020/2021 Fundraising Fee Policy

Fundraising serves as an important function of the financial well-being of the Haney Seahorse Swim Club (HSSC). Fundraising provides member families the opportunity to offset some of the costs of club operations through fundraising instead of increased fees. The Board has identified the need to provide every athlete with an opportunity to fundraise a minimum amount for the Club. Each athlete registration includes an obligation to a minimum of net \$100.00 in fundraising.

Minimum Requirements:

At registration a Fundraising Fee in the amount of \$100.00 by post-dated cheque will be collected per athlete.

Once per swim season a fundraising opportunity specific to this fee will be provided to members to fulfil their obligation.

For the 2020/2021 season, HSSC is aligning with the Ridge Meadows Rotary Club and their Duck Race initiative. To fulfill the obligation each athlete will be responsible for selling \$120.00 worth of Duck Race tickets. Fundraising obligations will be calculated and by the end of the Duck Race.

All funds raised as a result of selling Duck Race tickets will be recorded and tabulated by the Director of Fundraising. One of three circumstances will exist:

1. If none of the athlete's fundraising obligation is met, the Fundraising Fee cheque will be deposited by the Club.
2. If an athlete's fundraising obligation is met (or exceeds), the Fundraising Fee cheque will be destroyed.
3. If an athlete's fundraising obligation is partially met, the Fundraising Fee cheque will be deposited and a refund cheque for the net amount that the athlete fundraised will be returned to them within ten (10) days. No refunds will be issued for amounts \$10.00 and under.

You may opt-out of this fundraising by providing written notice of your request to the Director of Fundraising. The Fundraising Fee cheque will be deposited by the Club.

Please note: Participating in other fundraising opportunities (Purdy's, Meridian Farm Market, bottle drive, liquor store) are purely to raise funds for the club and are not used when calculating Fundraising Fee refunds. These opportunities help pay for specific needs of the club. For example, the funds from the bottle drive were/are being used to pay for swim caps that each member of the club received last fall. The Meridian Farm Market earned members an HSSC merchandise credit.

HANEY SEAHORSE SWIM CLUB 2020/2021 Volunteer Agreement

“Organization” refers to: Haney Seahorse Swim Club (HSSC)

| | |
|------------------------|---------------------------|
| First Name: _____ | Last Name: _____ |
| Address: _____ | City / Postal Code: _____ |
| Cell Phone: _____ | Alt Phone: _____ |
| Birth Date: _____ | Email Address: _____ |
| Gender Identity: _____ | Other Information: _____ |

The Volunteer and the Organization 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 legally binding agreement or employment relationship.

Criminal Record Check

2. Upon the request of the Organization, the Volunteer agrees to obtain and submit materials required by the Organization’s *Screening Policy*. Failure to participate in the screening process will result in ineligibility to volunteer with the Organization.

Responsibilities of the Volunteer

3. The Volunteer will:
 - a) Comply with the Bylaws, policies, procedures, rules and regulations of the Organization, including complying with any contracts or agreements executed with or by the Organization
 - b) Devote his or her full time and attention during volunteer hours to the business and interests of the Organization
 - c) Complete the duties as described in **Appendix A**, if any
 - d) Comply with the following expected standard of ethical conduct at all times, while volunteering with the Organization:
 - i. Demonstrate through words and actions the spirit of sportsmanship, sports leadership and ethical conduct
 - ii. Treat others with respect and refrain from negative or disparaging remarks or conduct
 - iii. Ensure the rules of the sport and the spirit of such rules are adhered to
 - iv. Avoid and reject the non-medical use of drugs or methods
 - v. 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
 - vi. Refrain from any behaviour that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual advances or conduct of a sexual nature
 - vii. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
 - viii. Adhere to all Federal, Provincial, Municipal or host country laws

Expenses

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

Confidential Information

5. Confidential Information includes, but is not limited to, software, know-how, trade secrets, technical personal information, and business information relating to the Organization'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 the Organization. It also includes third party information which is received by the Organization in confidence, including information received from clients, customers, potential business partners, sponsors, buyers and others.
6. The Volunteer agrees:
 - a) Agrees not to publish, communicate, divulge or disclose to any unauthorized third party or parties any Confidential Information, without the prior written consent of the Organization.
 - 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 the Organization.

Image Release

7. The Volunteer authorizes the Organization to photograph and/or record his or her image and/or voice and to use this material to promote the Organization 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 the Organization.

Intellectual Property

8. 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 the Organization, 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 the Organization 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

9. This Agreement will start on the __ day of _____, 20__ and will terminate on the __ day of _____, 20__, 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.
10. Either Party may terminate this Agreement immediately upon providing the other Party with written notice of its intention to terminate this Agreement, which will terminate accordingly.

Assignment

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

General

12. The Volunteer hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence his or her agreement, the Volunteer has signed this Agreement.

Volunteer

Print Name

Signature

Date

HANEY SEAHORSE SWIM CLUB

2020/2021 Family Participation Fee Refund Policy

The Haney Seahorse Swim Club is a not-for-profit society predominantly run by volunteers. Volunteers are an integral part of swim club culture and are the foundation of HSSC's success. The Board of Directors has developed a system as an incentive to encourage participation in the operation of the club. This policy outlines how you can participate in the operation of the club while potentially earning a Family Participation (FP) fee refund.

The FP fee collected from each member family is proportionate to the swimmer's registration. Fees are listed on registration forms. Masters are FP fee exempt.

Family Participation (FP) fee refund minimum requirements

Failure to meet the minimum requirements will result in forfeiture of the FP fee. FP fee refunds will be calculated twice a year - at the end of February and at the end of June.

Minimum - to earn the first half FP refund, it is required for member families to volunteer at the HSSC hosted LMR swim meet (a minimum of 2 sessions) plus at least one additional opportunity listed below. Failure to volunteer at the swim meet will result in the first half FP fee forfeiture regardless of volunteering or activities to that date. The February calculation will include September to January.

Minimum - to earn the second half FP refund, it is required for member families to attend the AGM plus at least one additional opportunity listed below. Failure to attend the AGM will result in the second half FP fee forfeiture regardless of volunteering or activities to that date. The June calculation will include February to June.

Volunteer Opportunities

- Volunteer at an HSSC LMR swim meet (min 2 sessions): \$50.00 refund
- Attend the AGM: \$50.00 refund
- Attend the Annual Kick-off Pancake Breakfast: \$25.00 refund
- Volunteer as a Timer at a non-club swim meet: \$25.00 refund
- Attend Online Swimming Canada Officiating Clinic: \$50.00 refund – Contact officialshssc@gmail.com to sign up
- Assist with logistics of a fundraiser (for example: distribute purchased items to membership): \$25.00 refund
- Assist with 2020 registration: \$25.00 refund
- Recruit a new swimmer (non-household member) that enrolls for 2+ months: \$50.00 refund
- Be a participating member of the elected Board of Directors: Full FP refund
- Other Activities brought forward by members that are approved by the Board

Notification and Tracking

All HSSC member families will be notified VIA E-MAIL when opportunities are available.

- For an HSSC Swim Meet, an attendance sheet will be at the event to track volunteering credits.
- For non-club swim meets or Swim BC Officiating Clinics, notify the Family Participation Director at hsscparentparticipation@gmail.com with volunteer dates and activities.

Note: You can only earn back what you have paid in FP fees.

Questions? Please contact the Family Participation Director at: hsscparentparticipation@gmail.com

Covid-19 Notice 2020/2021 Season

Covid-19 and PHO restrictions have impacted the club's ability to host or attend swim meets, it has also restricted the participation in other typical club functions. This has directly impacted HSSC families' ability to volunteer and earn a refund toward their FP fees.

The following opportunities will guide the member families through this unprecedented time:

The minimum requirements to obtain a FP refund for February 2021 have been waived. The following opportunities were available to earn the refund for the first portion of the season [September-January]:

- Attend the AGM (November 25, 2020): \$50.00 refund
- Be a participating member of the elected Board of Directors: Full FP refund
- Recruit a new swimmer (non-household member) that enrolls for 2+ months: \$50.00 refund
- Assist with 2020 registration: \$25.00 refund
- Assist with logistics of a fundraiser (for example: distribute purchased items to membership): \$25.00 refund
- Other Activities brought forward by members that are approved by the Board

February 2021 to End of Season:

- Attend the EGM (February 25, 2021): \$50.00 refund
- Recruit a new swimmer (non-household member) that enrolls for 2+ months: \$50.00 refund
- Senior Swimmer Volunteer Coaching: \$50.00 refund. All Senior Swimmer Volunteer Coaches must be authorized by the Head Coach. Minimum hours to be determined by the Head Coach and refund may be negotiable if accumulated hours are significantly above average.
- **Attend Online Swimming Canada Officiating Clinic: \$50.00 refund – Contact officialshssc@gmail.com to sign up**
- Fundraising efforts above and beyond your athletes fundraising fee obligation(s): Refund is based on Above & Beyond Fundraising amounts for the Duck Race.
- Social Media Exposure: \$25.00 refund. Successfully launch an idea for a social media trend/challenge to promote the club. Ideas can be submitted to socialmediahssc@gmail.com.
(Think Ice-Bucket challenge where we can challenge other clubs to participate!**)**
- Coach/Athlete Progress conference: \$25.00 refund. Dates to be confirmed.
- Attend Year End Awards Ceremony: \$50.00 refund. Date to be confirmed.
- Assist with after practice Pick up Patrol: \$25.00 refund (minimum 4 sessions). Details to be provided shortly.
- Assist with 2021 registration: \$25.00 refund
- Assist with logistics of a fundraiser (for example: distribute purchased items to membership): \$25.00 refund
- Other Activities brought forward by members that are approved by the Board

Thank you!!

Your Family Participation Director, Krista Charlwood (Grace Mangan's mom - Gold)
hsscparentparticipation@gmail.com

HANEY SEAHORSE SWIM CLUB

2020/2021 Discipline and Complaints Policy

“Organization” refers to: Haney Seahorse Swim Club (HSSC)

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Case Manager*” – An individual appointed by the Organization to administer this *Discipline and Complaints Policy*. The Case Manager does not need to be a member of, or affiliated with, the Organization
 - b) “*Complainant*” – The Party alleging an infraction
 - c) “*Respondent*” – The alleged infracting Party
 - d) “*Days*” – Days including weekends and holidays
 - e) “*Individuals*” – All categories of membership defined in the Organization’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Organization, spectators at events, and parents/guardians of athletes

Purpose

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

Application of this Policy

3. This Policy applies to all Individuals.
4. This Policy applies to matters that may arise during the course of Organization’s business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with Organization activities, and any meetings.
5. This Policy also applies to Individuals’ conduct outside of the Organization’s business, activities, and events when such conduct adversely affects relationships within the Organization (and its work and sport environment) and is detrimental to the image and reputation of the Organization. Such applicability will be determined by the Organization at its sole discretion.
6. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity, or event only.
7. An employee of the Organization who is a Respondent will be subject to appropriate disciplinary action per the Organization’s *Human Resources Policy*, as well as the employee’s Employment Agreement, if applicable. Violations may result in a warning, reprimand, restrictions, suspension, or other disciplinary actions up to and including termination of employment.

Reporting a Complaint

8. Any Individual may report any complaint to the Organization. A complaint must be In Writing and must be filed within fourteen (14) days of the alleged incident.
9. A Complainant wishing to file a complaint outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the complaint

outside of the fourteen (14) day period will be at the sole discretion of the Organization. This decision may not be appealed.

10. At the Organization's discretion, the Organization may 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.
11. Resignation or lapsing of membership after a complaint is filed does not preclude discipline being pursued under this Policy.

Case Manager

12. Upon the receipt of a complaint, the Organization will appoint a Case Manager to oversee management and administration of complaints submitted in accordance with this Policy. Such appointment is not appealable.
13. The Case Manager has a responsibility to:
 - a) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy
 - b) Propose the use of the Organization's *Dispute Resolution Policy*
 - c) Appoint the Discipline Panel, if necessary
 - d) Coordinate all administrative aspects and set timelines
 - e) Provide administrative assistance and logistical support to the Discipline Panel as required
 - f) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

Procedures

14. If the Case Manager determines the complaint is:
 - a) Frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately
 - b) Not frivolous and within the jurisdiction of this Policy, the Case Manager will notify the Parties that the complaint is accepted and of the applicable next steps
15. The Case Manager's decision to accept or dismiss the complaint may not be appealed.
16. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
17. After notifying the Parties that the complaint has been accepted, the Case Manager will first propose using the Organization's *Dispute Resolution Policy* with the objective of resolving the dispute. If the dispute is not resolved or if the parties refuse to use the *Dispute Resolution Policy*, the Case Manager will appoint a Discipline Panel, which shall consist of a single Adjudicator, to hear the complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a Discipline Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Discipline Panel's members to serve as the Chair.
18. The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing, which may involve direct communication with the Parties, an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:
 - a) The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium
 - b) Copies of any written documents which the parties wish to have the Discipline Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing
 - c) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
 - d) The Discipline Panel may request that any other individual participate and give evidence at the hearing
 - e) The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing

- relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
- f) The decision will be by a majority vote of the Discipline Panel
19. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Discipline Panel will determine the appropriate sanction. The Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.
20. The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.
21. If a decision may affect another party to the extent that the other party would have recourse to a complaint or an appeal in its own right, that party will become a Party to the current complaint and will be bound by the decision.
22. In fulfilling its duties, the Discipline Panel may obtain independent advice.

Decision

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

Sanctions

24. The Discipline Panel may apply the following disciplinary sanctions, singularly or in combination:
- a) Verbal or written reprimand
 - b) Verbal or written apology
 - c) Service or other contribution to the Organization
 - d) Removal of certain privileges
 - e) Suspension from certain teams, events, and/or activities
 - f) Suspension from all Organization activities for a designated period of time
 - g) Withholding of prize money or awards
 - h) Payment of the cost of repairs for property damage
 - i) Suspension of funding from the Organization or from other sources
 - j) Expulsion from the Organization
 - k) Any other sanction considered appropriate for the offense
25. Unless the Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Discipline Panel will result in an automatic suspension until such time as compliance occurs.
26. Infractions that result in discipline will be recorded and records will be maintained by the Organization.

Suspension Pending a Hearing

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

Criminal Convictions

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

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

Confidentiality

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

Timelines

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

Records and Distribution of Decisions

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

Appeals Procedure

32. The decision of the Discipline Panel may be appealed in accordance with the Organization's *Appeal Policy*.

HANEY SEAHORSE SWIM CLUB

2020/2021 Alternate Dispute Resolution Policy

“Organization” refers to: Haney Seahorse Swim Club (HSSC)

Definitions

1. The following term has this meaning in this Policy:
 - a) “*Individuals*” – All categories of membership defined in the Organization’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization

Purpose

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

Application of this Policy

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

Filing a Dispute

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

Facilitation and Mediation

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

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

Final and Binding

14. Any negotiated decision will be binding on the parties. Negotiated decisions may not be appealed.
15. No action or legal proceeding will be commenced against the Organization or its Individuals in respect of a dispute, unless the Organization has refused or failed to provide or abide by the dispute resolution processes set out in its governing documents.

HANEY SEAHORSE SWIM CLUB

2020/2021 Conflict of Interest Policy

“Organization” refers to: Haney Seahorse Swim Club (HSSC)

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 the Organization, 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, the Organization including coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization

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

Purpose

3. The Organization strives to reduce and eliminate nearly all instances of conflict of interest at the Organization – 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 will clarify 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 the Organization, shall always be resolved in favour of the Organization.
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 the Organization, unless such business, transaction, or other interest is properly disclosed to the Organization and approved by the Organization
 - 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 the Organization, 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 the Organization, or in which they have an advantage or appear to have an advantage on the basis of their association with the Organization
- f) Without the permission of the Organization, use the Organization's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the Organization
- g) Place themselves in positions where they could, by virtue of being an Organization Representative, influence decisions or contracts from which they could derive any direct or indirect benefit
- h) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being an Organization Representative

Disclosure of Conflict of Interest

- 7. On an annual basis, all the Organization's Directors and candidates for election to the Board, Directors, Officers, Employees, and Committee Members will complete a **Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the Organization.
- 8. Representatives shall disclose real or perceived conflicts of interest to the Organization'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 an Organization Representative will be considered and decided with the following additional provisions:
 - a) The nature and extent of the Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted
 - b) The Representative does not participate in discussion on the matter
 - c) The Representative abstains from voting on the decision
 - d) For board-level decisions, the Representative does not count toward quorum
 - e) The decision is confirmed to be in the best interests of the Organization
- 11. For potential conflicts of interest involving employees, the Organization's Board will determine whether there is there a conflict and, if one exists, the employee will resolve the conflict by ceasing the activity giving rise to the conflict. The Organization 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 the Organization 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 the Organization'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 the Organization
 - 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 the Organization to be addressed under the Organization's *Discipline and Complaints Policy*.

14. Failure to comply with an action as determined by the Board will result in automatic suspension from the Organization 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 the Organization's *Discipline and Complaints Policy*.

Conflict of Interest - Declaration Form

I have read the Organization'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 conflicting interest:

Name

Signature

Date

HANEY SEAHORSE SWIM CLUB

2020/2021 Appeal Policy

“Organization” refers to: Haney Seahorse Swim Club (HSSC)

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Appellant*” – The Party appealing a decision
 - b) “*Respondent*” – The body whose decision is being appealed
 - c) “*Parties*” – The Appellant, Respondent, and any other Individuals affected by the appeal
 - d) “*Days*” – Days irrespective of weekend and holidays
 - e) “*Individuals*” – All categories of membership defined in the Organization’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Organization, spectators at events, and parents/guardians of athletes

Purpose

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

Scope and Application of this Policy

3. This Policy applies to all Individuals. Any Individual who is directly affected by the Organization decision shall have the right to appeal that decision; provided there are sufficient grounds for the appeal under the ‘Grounds for Appeal’ section of this Policy.
4. This Policy **will apply** to decisions relating to:
 - a) Eligibility
 - b) Selection
 - c) Conflict of Interest
 - d) Discipline
 - 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 the Organization
 - 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) The Organization’s operational structure and committee appointments
 - i) Decisions or discipline arising within the business, activities, or events organized by entities other than the Organization (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by the Organization at its sole discretion)
 - j) Commercial matters for which another appeals process exists under a contract or applicable law
 - k) Decisions made under this Policy

Timing of Appeal

6. Individuals 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 the Organization, the following:
 - a) Notice of the intention to appeal
 - b) Contact information and status of the appellant
 - c) Name of the respondent and any affected parties, when known to the Appellant
 - d) Date the appellant was advised of the decision being appealed
 - e) A copy of the decision being appealed, or description of decision if written document is not available
 - f) Grounds for the appeal
 - g) Detailed reasons for the appeal
 - h) All evidence that supports these grounds
 - i) Requested remedy or remedies
 - j) An administration fee of one hundred dollars (\$100)
7. An Individual 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 Case Manager and may not be appealed.

Grounds for Appeal

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

Screening of Appeal

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), the Organization and the Appellant may first determine the appeal to be heard under the Organization's *Dispute Resolution Policy*.
11. Appeals resolved by mediation under the Organization'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*, the Organization will appoint an independent Case Manager who has the following responsibilities:
 - a) Determine if the appeal falls under the scope of this Policy
 - b) Determine if the appeal was submitted in a timely manner
 - c) Decide whether there are sufficient grounds for the appeal
13. If the appeal is denied on the basis of insufficient ground, 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 Case Manager is satisfied there are sufficient grounds for an appeal, the Case Manager will appoint an Appeals Panel which shall consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances,

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

Procedure for Appeal Hearing

15. The Case Manager shall notify the Parties that the appeal will be heard. The Case Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Case Manager and may not be appealed.
16. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
17. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:
 - a) The hearing will be held within a timeline determined by the Case 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 its own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
 - h) The decision to uphold or reject the appeal will be by a majority vote of Panel members
18. In fulfilling its duties, the Panel may obtain independent advice.

Appeal Decision

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

Timelines

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

Confidentiality

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

Final and Binding

23. The decision of the Panel will be binding on the Parties and on all the Organization's Individuals; subject to the right of any Party to seek a review of the Panel's decision pursuant to the rules of Swim BC, Swimming Canada or the Sport Dispute Resolution Centre of Canada (SDRCC).
24. No action or legal proceeding will be commenced against the Organization or Individuals in respect of a dispute, unless the Organization has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in the Organization's governing documents.