



SPEED SKATING NWT (NWT Amateur Speed Skating Association)

POLICY MANUAL

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| Code of Conduct, Harassment & Disciplinary Code | July 5, 2023 |
| Abuse | July 5, 2023 |
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SAFE SPORT POLICY

Definitions

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

- a) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
- b) *“Individuals”* – Individuals employed by, or engaged in activities with, the Association including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, parents and guardians and spectators at events, and Directors and Officers of the Association
- c) *“Person in Authority”* – An Individual who holds a position of authority within the Association including, but not limited to, coaches, managers, support personnel, chaperones, and Directors

Purpose

2. This Policy describes how the Association aims to provide a safe sport environment.

Commitment to True Sport Principles

3. The Association commits to the True Sport Principles which are:

- a) **Go for It** – Rise to the challenge – always strive for excellence. Discover how good you can be.
- b) **Play Fair** – Play honestly – obey both the letter and spirit of the rules. Winning is only meaningful when competition is fair.
- c) **Respect Others** – Show respect for everyone involved in creating your sporting experience, both on and off the Ice. Win with dignity and lose with grace.
- d) **Keep it Fun** – Find the joy of sport. Keep a positive attitude both on and off the Ice.
- e) **Stay Healthy** – Place physical and mental health above all other considerations – avoid unsafe activities. Respect your body and keep in shape.

- f) **Include Everyone** – Share sport with others. Ensure everyone has a place to play.
- g) **Give Back** – Find ways to show your appreciation for the community that supports your sport and helps make it possible.

Pledge

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

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

Conduct Standards

5. The Association will adopt a *Code of Conduct* that describes standards of conduct and behaviour for all Individuals. General standards of conduct will apply to all Individuals and specific standards will be described for positions within the organization. The *Code of Conduct* will have specific sections, including but not limited, to:

- a) Athletes
- b) Coaches and Athlete Support Personnel

- c) Officials
- d) Directors and Committee Members
- e) Parents and Spectators

6. The *Code of Conduct* will contain detailed definitions of key terms, including:

- a) Harassment
- b) Sexual Harassment
- c) Workplace Harassment
- d) Workplace Violence
- e) Discrimination
- f) Hazing

7. The *Code of Conduct and Ethics* will include the following definition of Hazing:

- a) Hazing is a form of conduct that exhibits a 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

8. The Association will adopt an *Abuse Policy* that will define "vulnerable individuals" and describe the types of abuse (e.g., Physical Abuse, Sexual Abuse, Emotional Abuse, and Neglect) that vulnerable individuals may be subjected to.

Anti-Doping

9. The *Code of Conduct* will indicate that the Association adopts and adheres to the Canadian Anti-Doping Program.

Social Media

10. The Association will adopt a *Social Media Policy* that describes standards of conduct

that are expected on social media by Individuals. The *Social Media Policy* will indicate specific conduct standards and risks that are common and/or exclusive to social media.

11. The *Social Media Policy* will highlight the importance of responsible coach-athlete interaction on social media and will provide examples of violations of conduct standards.

Athlete Protection

Screening

12. The Association will adopt a comprehensive *Screening Policy* that requires some Individuals to pass a screening process before being permitted to interact with athletes. The *Screening Policy* will:

- a) Categorize positions in the organization as ‘Low Risk’, ‘Medium Risk’, and ‘High Risk’ and require progressive screening measures for individuals serving in each category of risk
- b) Describe how frequently some Individuals must obtain a police records check and which type of check(s) they must obtain
- c) Describe how frequently some Individuals must submit Screening Disclosure Forms and Screening Renewal Forms
- d) Empower a Screening Committee to prohibit Individuals who do not pass screening from participating in certain positions
- e) Empower a Screening Committee to attach conditions to an Individual’s participation in certain positions

13. The Association will develop general and sport-specific *Athlete Protection Guidelines* that can be used by coaches, managers, medical personnel, and other persons in authority. the Association may provide training on the guidelines and take steps to ensure the guidelines are being implemented. The Association will conduct a regular review of the guidelines to add and/or modify new guidelines as appropriate.

Resources

14. The Association will regularly provide information to Individuals about resources and training related to athlete protection. Resources and training opportunities can include:

- a) NCCP modules
- b) Respect in Sport
- c) Commit to Kids
- d) Red Cross – Respect Education Courses

Athlete Engagement

15. The Association may engage with athletes to determine the level of success of their athlete protection measures as well as to identify any gaps or athlete concerns. This engagement may take the form of:

- a) Anonymous athlete surveys
- b) Athlete involvement in organizational decision-making
- c) Independently-led athlete outreach consultations

Dispute Resolution

16. The Association will have a comprehensive suite of dispute resolution policies that will include:

- a) *Discipline and Complaints Policy*
- b) *Appeal Policy*
- c) *Dispute Resolution Policy*
- d) *Event Discipline Procedure*

17. *Whistleblower Policy* Taken together, the suite of dispute resolution policies will include the following features:

- a) An independent individual to whom complaints can be submitted
- b) Sanctions for violations of conduct standards
- c) Mechanism for suspension of individuals pending the conclusion of the process
- d) Non-biased and experienced case managers, decision-makers and/or investigators

- e) Protection from reprisal for submitting complaints
- f) Anonymity for the complainant in cases of whistleblowers
- g) Independency of appeal procedures (when appeals are permitted)
- h) Opportunity for alternative dispute resolution
- i) Investigations of certain complaints (e.g., when required by law and/or when the complaint involves harassment, abuse, or discrimination)
- j) In-event discipline procedures (when an event does not have its own disciplinary procedures)

Reporting Obligations

18. The policies of the Association will include requirements that certain complaints must be reported to government entities, local police forces, and/or child protection agencies.

Records

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

Governance and Operations

20. The Association will have a comprehensive Strategic Plan in which athlete protection and safe sport are top priorities for the organization.

21. The Association will adopt a *Risk Management Policy* that will describe how the organization will address risks ranging from 'Unlikely' to 'Almost Certain' and from 'Minor' to 'Catastrophic'. The Association will contemplate risk management strategies that retain, reduce, transfer, and/or avoid the risk. Risks can occur in the following areas:

- a) Operational/Program
- b) Compliance

- c) Communication
- d) External
- e) Governance
- f) Financial
- g) Health and Safety

22. The Association will pursue a governance structure that reflects the diversity of the athletes and stakeholders within the sport, that adheres to all applicable federal and/or territorial legislation, and that moves toward a national alignment strategy for the sport in Canada.

23. The Association will continually monitor and evaluate its policies, practices, and procedures.

CODE OF CONDUCT

This Code of Conduct was adapted from a template provided by Speed Skating Canada produced in February 2023. NWT Speed Skating adopted this Code of Conduct in February 13, 2023.

Purpose

- 1.1. The purpose of this Code is to ensure a safe and positive environment within the programs, activities, and events of the Association by making all Individuals in speed skating in the Northwest Territories aware that there is an expectation, at all times, of appropriate behaviour consistent with the Association's core values, mission and policies.
- 1.2. The Association and its Individuals support equal opportunity, prohibit discriminatory practices, and are committed to providing an environment in which individuals can safely participate in sport and are treated with respect and fairness.
- 1.3. Individuals are expected to conduct themselves in a manner consistent with the True Sport principles.

Application

- 1.4. This Code applies to the conduct of all Individuals during the business, activities, and events of the Association 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.
- 1.5. This Code also applies to Individuals' conduct outside of the business, activities, and events of the Association 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 Association. Applicability will be determined by the Association, at its sole discretion.
- 1.6. This Code applies to Individuals active in the sport or who have retired from the sport where any claim regarding a potential breach of this Code occurred when the Participant was active in the sport.

1.7. The Association has adopted the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (“UCCMS”), as amended from time to time, 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 upon their adoption by the SDRCC and automatically without the need for any further action by the Association.

Definitions

2.1. The terms used in this Code are as defined in **Appendix A**.

Prohibited Behaviours

3.1. All Individuals must refrain from any behaviour that constitutes Prohibited Behaviour as defined by the UCCMS and this Code.

3.2. Individuals are responsible for knowing what actions or behaviours constitute Prohibited Behaviours and Maltreatment.

3.3. Prohibited Behaviour under the UCCMS includes, 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

I) False Reports

- 3.4. In addition to the Prohibited Behaviour as defined by the UCCMS, this Code sets out other expected standards of behaviour and conduct for all Individuals and any failure to respect these expected standards of behaviour by an Individual may constitute a breach of this Code.

Responsibilities

Individuals have a responsibility to and shall:

Best Conduct

- 3.5. Comply, at all times, with the bylaws, policies, procedures, rules, and regulations of the Association, as applicable, and as adopted and amended from time to time.
- 3.6. Refrain from any behaviour that constitutes Maltreatment and Prohibited Behaviour under this Code and the UCCMS.
- 3.7. Maintain and enhance the dignity and self-esteem of Individuals (including themselves) by:
- a) Treating each other with the highest standards of respect and integrity;
 - b) Focusing comments or criticism appropriately and respectfully of athletes, coaches, officials, organizers, volunteers, employees, or other Individuals
 - c) Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
 - d) Ensuring adherence to the rules of the sport and the spirit of those rules;
 - e) Consistently treating individuals fairly and reasonably; and,
 - f) Acting, safely and when appropriate, to correct or prevent practices that are in breach of this Code.
- 3.8. Not use one's power, position or authority to coerce another individual or organization to engage in inappropriate activities.

Anti-Doping¹

- 3.9. Respect any sanction imposed on an Individual as a result of a breach of the Canadian Anti-Doping Program or any other applicable Anti-Doping Rules.
- 3.10. Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods.
- 3.11. Adopt and adhere to the Canadian Anti-Doping Program (an infraction of which shall be an infraction of this Code).
- 3.12. Refrain from associating with any person coaching, training, competing, instructing, administering, managing training or athletic development, who 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).
- 3.13. Cooperate with any Anti-Doping agency that is conducting an investigation into any anti-doping rule violation(s) and 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.

Safe and Healthy Training and Competing

- 3.14. Train and compete and support others to train and compete only when it is healthy and safe to do so.
- 3.15. 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 anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages.
- 3.16. Refrain from consuming alcohol, cannabis, or recreational drugs while participating in a training program, activity or event of the Association².

¹ 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.

² Note that consumption of cannabis and alcohol may be subject to CCES anti-doping rules.

- 3.17. In the case of adults, consume alcohol and cannabis responsibly where and when lawful to do so, and only in adult-oriented social situations.

Respecting the Property and Reputation of Others

- 3.18. Respect the property of others and not willfully or recklessly cause damage.
- 3.19. Promote speed skating and sport generally, and its Individuals in the most constructive and positive manner possible.

Responding to Poor Conduct

- 3.20. Avoid public criticism of athletes, coaches, officials, organizers, volunteers, employees, the Association.
- 3.21. Address comments or criticism in a constructive fashion to the appropriate person with responsibility in speed skating for that field of activity.
- 3.22. Report to the appropriate person all instances of behaviour by others that can reasonably be interpreted as:
 - a) Constituting Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, or Discrimination; or,
 - b) A breach of the rules of the sport or the spirit of those rules.

Adhering to Legal Obligations

- 3.23. Adhere to all federal, territorial, municipal and host country laws in activities involving the Association and Individuals.
- 3.24. When driving or when a passenger in a private vehicle:
 - a) Do not allow an individual to drive without a valid driver's license and all insurance required by law; and,
 - b) Do not allow an individual whose judgment or ability is impaired by alcohol, cannabis, illegal drugs or other reason to drive.
- 3.25. Refrain from exercising care or supervision of minors while judgment or ability is impaired by alcohol, cannabis or illegal drugs.

- 3.26. Report to the appropriate person any ongoing criminal investigation, conviction, or existing bail conditions involving an Individual of a nature that would bear on that Participant's adherence to this Code of Conduct.

Further Specific Duties

- 3.27. **Appendix B** sets out further specific duties for:
- a) Directors, Committee Members and Staff
 - b) Coaches and Athlete Support Personnel
 - c) Athletes
 - d) Officials
 - e) Parents/Guardians and Spectators

Retaliation, Retribution or Reprisal

- 3.28. It is a breach of this Code of Conduct for any Individual 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 complaint pursuant to any of the Association's policies.
- 3.29. It is also a breach of this Code of Conduct for an Individual to file a complaint for the purpose of retaliation, retribution or reprisal against any other Individual. Any Participant 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.

Appendix A: Definitions

Terms in this Code are defined as follows:

- a) *“Association”* – The Northwest Territories Amateur Speed Skating Association.
- b) *“Bullying”* – Offensive behaviour and/or abusive treatment of an Individual that typically, but not always, involves an abuse of power.
- c) *“Discrimination”* – As defined in the UCCMS.
- d) *“Event”* – An event, which may include a social event, sanctioned by the Association.
- e) *“Harassment”* – A course of vexatious comment or conduct against an Individual or group, which is known or ought reasonably to be known to be unwelcome. Harassment includes but is not limited to:
 - i. Written or verbal abuse or threats;
 - ii. Physical assault;
 - iii. Unwelcome remarks, jokes, innuendo, or taunting about a person's body, sexual orientation, attire, age, sex, disability, marital status, ethnic or racial origin, or religion;
 - iv. Displaying of sexually explicit, racist, or other offensive or derogatory material, to include sexual, racial, ethnic, or religious graffiti;
 - v. Practical jokes which cause awkwardness or embarrassment, endangering a person's safety or negatively affecting performance;
 - vi. Hazing or initiation rites;
 - vii. Leering or other suggestive or obscene gestures;
 - viii. Intimidation;
 - ix. Condescension, paternalism, or patronizing behaviour which undermines self-respect or adversely affects performance or working conditions;
 - x. Conduct, comments, gestures, or contact of a sexual nature that is likely to cause offence or humiliation or that might, on reasonable grounds, be

- perceived as placing a condition of a sexual nature on employment or any opportunity for selection, training, or advancement;
- xi. False accusations of harassment motivated by malice or mischief, and meant to cause other harm;
 - xii. Behaviour or conduct that contributes to, supports, or condones harassment; and
 - xiii. Any other ground of harassment prohibited by applicable law.
- f) *“Individuals”* – Individuals employed by, or engaged in activities with, the Association including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, parents and guardians and spectators at events, and Directors and Officers of the Association.
- g) *“Person in Authority”* – An individual who holds a position of authority within the Association including, but not limited to, coaches, managers, support personnel, chaperones, and Directors.
- h) *“Power Imbalance”* – As defined in the UCCMS.
- i) *“Sexual Harassment”* – Types of behaviour that constitute Sexual Harassment include, but are not limited to:
- i. Sexist jokes;
 - ii. Threats, punishment, or denial of a benefit for refusing a sexual advance;
 - iii. Offering a benefit in exchange for a sexual favour;
 - iv. Demanding hugs;
 - v. Bragging about sexual ability;
 - vi. Leering (persistent sexual staring);
 - vii. Sexual assault;
 - viii. Display of sexually offensive material;
 - ix. Distributing sexually explicit messages or attachments such as pictures or video files;

- x. Sexually degrading words used to describe a Participant;
 - xi. Unwelcome inquiries into or comments about a Participant's gender identity or physical appearance;
 - xii. Inquiries or comments about a Participant's sex life;
 - xiii. Persistent, unwanted attention after a consensual relationship ends;
 - xiv. Persistent, unwelcome sexual flirtations, advances, comments or propositions; and,
 - xv. Persistent unwanted contact.
- j) "*SSC*" – Speed Skating Canada.
- k) "*UCCMS*" – The Universal Code of Conduct to Prevent and Address Maltreatment in Sport, as amended from time to time by the SDRCC.
- l) "*Vulnerable Participant*" – As defined in the UCCMS.
- m) "*Workplace*" – Any place where business or work-related activities are conducted. Workplaces include but are not limited to:
- i. The Association's offices or training venues;
 - ii. Any work-related social functions;
 - iii. Any work assignments outside offices or training venues;
 - iv. Any work-related travel, including the accommodation, dining and social environment when working, training, or competing away from the regular setting;
 - v. The training and competition environment; and,
 - vi. Work-related conferences or training sessions.
- n) "*Workplace Harassment*" – A course of vexatious comment or conduct against an individual in a Workplace that is known or ought reasonably to be known to be unwelcome. Workplace Harassment should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for

workplace infractions. Types of behaviour that constitute Workplace Harassment include, but are not limited to:

- i. Bullying;
- ii. Workplace pranks, vandalism, bullying or hazing;
- iii. Repeated offensive or intimidating phone calls or emails;
- iv. Inappropriate sexual touching, advances, suggestions or requests;
- v. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
- vi. Psychological abuse;
- vii. Excluding or ignoring someone, including persistent exclusion of a person from work-related social gatherings;
- viii. Deliberately withholding information that would enable a person to do his or her job, perform or train;
- ix. Sabotaging someone else's work or performance;
- x. Gossiping or spreading malicious rumours;
- xi. Intimidating words or conduct (offensive jokes or innuendos); and,
- xii. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.

o) "*Workplace Violence*" – Types of behaviour that constitute Workplace Violence include, but are not limited to:

- i. Verbal or written threats to attack;
- ii. Sending to or leaving threatening notes or emails;
- iii. Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
- iv. Wielding a weapon in a Workplace;
- v. Hitting, pinching or unwanted touching which is not accidental;

- vi. Dangerous or threatening horseplay;
- vii. Physical restraint or confinement;
- viii. Blatant or intentional disregard for the safety or wellbeing of others;
- ix. Blocking normal movement or physical interference, with or without the use of equipment;
- x. Sexual violence; and,
- xi. Any attempt to engage in the type of conduct outlined above.

Appendix B: Further Specific Responsibilities

- 1.1. For illustration and guidance in ensuring compliance with the letter and spirit of the UCCMS and this Code and for the benefit of any person conducting an investigation or making a decision upon an allegation concerning an alleged breach of this Code, additional information on further specific responsibilities of Individuals in certain roles is provided below.
- 1.2. The responsibilities of Individuals below are in addition to or elaboration upon, and not in derogation of, the general duties under the UCCMS and the Code.
- 1.3. Those Individuals who are employees of the Association may be under obligations to adhere to additional workplace rules, guidelines, policies, or expectations. The following does not replace or derogate from those.
- 1.4. For the purposes of assessing whether a breach of the Code has occurred, the following forms part of this Code.

Directors, Committee Members and Staff

- 1.5. Directors, Committee Members, and Staff of the Association have additional responsibilities to:
 - a) Act honestly, with integrity and in good faith, conducting themselves in a manner consistent with the nature and responsibility of the business, adhering to the Code of Conduct, and in the best interests of the Association above any other interests.
 - b) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws.
 - c) Function primarily as a Director or Committee Member or Staff Member of the Association; not as a representative of any other constituency or stakeholder group.
 - d) Ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities.
 - e) Comply with the *Screening Policy*.
 - f) Comply with the *Conflict of interest Policy*

- g) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism.
- h) Behave with decorum appropriate to both circumstance and position.
- i) Respect the confidentiality appropriate to issues of a sensitive nature.
- j) Respect and support 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 governance documents.

Coaches and Athlete Support Personnel

1.6. Coaches and Athlete Support Personnel at any level have additional responsibilities to:

- a) Recognize that their relationship with athletes is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete.
- b) Understand and respect the inherent power imbalance that exists in their relationship with athletes and be extremely careful not to abuse it, consciously or unconsciously.
- c) 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.
- d) Act in the best interest of the athlete's development as a whole person.
- e) 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.
- f) Avoid compromising the present and future health of athletes and, in the case of high performance athletes, by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of athletes' medical and psychological needs.
- g) Support the coaching staff of a training camp or national team, should an athlete qualify for participation in one of these programs.

- h) Accept and promote athletes' personal goals and refer athletes to other coaches and sports specialists as appropriate.
- i) Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete.
- j) Comply with the *Screening Policy*.
- k) Comply with the *Conflict of Interest Policy*.
- l) Report any ongoing criminal investigation, conviction, or existing bail conditions to the Association of a nature that would bear on that Individual's adherence to this Code of Conduct or these additional responsibilities, including those for violence, child pornography, or possession, use, or sale of any illegal substance.
- m) Under no circumstances provide, promote, or condone:
 - i. the use of drugs (other than properly prescribed medications);
 - ii. the use of performance-enhancing substances or methods; or,
 - iii. in the case of minors, alcohol, cannabis, and/or tobacco.
- n) Respect athletes competing with clubs, provinces, territories or international 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.
- o) Not engage in an intimate or romantic relationship with an athlete of any age in which the coach or athlete support personnel is in a position of trust or authority.
- p) Respect and promote the rights of all participants in sport.
- q) Respect the athlete's right to confidentiality (privacy), informed participation, and fair and reasonable treatment.
- r) Respect and promote the rights of Individuals who are in a vulnerable or dependent position and less able to protect their own rights.
- s) Dress professionally and use appropriate language.

Athletes

1.7. Athletes have additional responsibilities to:

- a) Adhere to the athlete's Athlete Agreement (if applicable) and any training centre or other local statement of expectations or conduct.
- b) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, train, or compete.
- c) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, and events.
- d) Conduct themselves in a manner consistent with the True Sport principles, including acting with positive sporting conduct to all involved in the competition or training activity.
- e) Refrain from the display of violence, foul language, or gestures to other athletes, officials, coaches, or spectators.
- f) 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.
- g) Adhere to the rules of the competition or the training environment, including any rules and requirements regarding clothing and equipment.
- h) Dress to represent the sport, their team, and themselves well and with professionalism.
- i) Act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by coaches or managers.
- j) Refrain from hazing where hazing is a form of conduct that exhibits a 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.

Officials

1.8. Officials have additional responsibilities to:

- a) Act openly, impartially, professionally, lawfully, and in good faith.
- b) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others.
- c) Refrain from the display of violence, foul language, or gestures to athletes, other officials, coaches, or spectators.
- d) Maintain and update their knowledge of the rules and rule changes and adhere to those rules presently in effect.
- e) Not publicly criticize other officials, athletes, or competition organizers.
- f) Provide constructive feedback on the conduct of fellow officials, of meet organizers, and on the matter of the development of improved rules and organization of competitions.
- g) Work within the boundaries of their position's description while supporting the work of other officials.
- h) Act as an ambassador of speed skating.
- i) Take ownership of actions and decisions made while officiating.
- j) Respect the rights, dignity, and worth of all Individuals.
- k) Respect confidentiality required by issues of a sensitive nature, and specific information or data about Individuals
- l) Comply with the *Screening Policy*.
- m) Comply with the *Conflict of Interest Policy*.
- n) Honour all assignments unless unable to do so by virtue of illness or personal emergency and, in these cases, inform the assignor or organization at the earliest possible time.
- o) When writing reports, set out the actual facts.
- p) Dress in proper attire for officiating.

Parents/Guardians and Spectators

1.9. Parents/guardians, other family members and all spectators at events will:

- a) Encourage athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence.
- b) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm from speed skating.
- c) Never ridicule an Individual for making a mistake during a performance or practice.
- d) Provide positive comments that motivate and encourage Individuals' continued effort.
- e) Respect the decisions and judgements of officials and encourage athletes to do the same.
- f) Never question an official's or staff member's good intentions or honesty.
- g) Respect and show appreciation to all competitors, and to the coaches, officials, meet organizers and other volunteers.
- h) Not harass competitors, coaches, officials, parents/guardians, or other spectators.
- i) Never interfere with the competition.

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) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
- c) *“Individuals”* – All categories of individual membership defined in the Association’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Association including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of the Association;
- d) *“Person in Authority”* – An Individual who holds a position of authority within the Association including, but not limited to, coaches, managers, support personnel, chaperones, and Directors
- e) *“Vulnerable Individuals”* – Includes Children / Youth (minors) and Vulnerable Adults (people who, because of age, disability, or other circumstances, 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. The Association 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 the Association will work to prevent abuse, and how abuse or suspected abuse can be reported to and addressed by the Association.

Zero Tolerance Statement

3. The Association has zero tolerance for any type of abuse. Individuals are required to report instances of abuse or suspected abuse to the Association 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. The following are examples of potential forms of Maltreatment. The Association expects all Individuals to follow the UCCMS.

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. 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 sexual 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 parent/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 Person in Authority's personal life (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 the Person in Authority's needs above needs of an athlete and/or going to an athlete to have the Person in Authority's needs

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. 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. Examples include:

- 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

13. 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

14. The Association will enact measures aimed at preventing abuse. These measures include screening, orientation, training, practice, and monitoring.

Screening

15. Individuals who coach, volunteer, officiate, deliver developmental programs, are affiliated with Territorial teams, accompany a team to an event or competition, are paid staff, or otherwise engage with Vulnerable Individuals involved with the Association will be screened according to the organization's *Screening Policy*.

16. The Association will use the *Screening Policy* to determine the level of trust, authority, and access that each Person in Authority 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

17. A Person in Authority's failure to participate in the screening process or pass the screening requirements as determined by a Screening Committee, will result in the Individual's ineligibility for the position sought.

Orientation and Training

18. The Association 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*.

19. 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.

20. Training may include, but is not limited to certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.

21. At the conclusion of the orientation and training, Individuals will be required to acknowledge, in written form, that they have received and completed the training.

Practice

22. When Persons in Authority interact with Vulnerable Individuals, they are required to enact certain practical approaches to these interactions. These 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 adult
- c) Ensuring that more than one person is responsible for team selection (thereby limiting the consolidation of power onto one Individual)
- d) Including parents/guardians in all communication (e.g., electronic, telephonic) with Vulnerable Individuals
- e) Ensuring that parents/guardians are aware that some non-personal communication between Persons in Authority and Vulnerable Individuals (e.g., coaches and 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). Persons in Authority are aware that such communication is subject to the Association's *Code of Conduct* and *Social Media Policy*.
- f) 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

23. The Association will regularly monitor those Persons in Authority 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*.

24. 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

25. Reports of abuse that are shared confidentially with a Person in Authority by a Vulnerable Individual may require the Person in Authority to report the incident to parents/guardians, the Association, or police. Persons in Authority 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.
26. Complaints or reports that describe an element of **abuse** will be addressed by the process(es) described in the Association's *Discipline and Complaints Policy*.

[1] Retrieved from:

https://www.ecclesiastical.ca/guidelines_developsafetyprotectionpolicy_children-youths-vulnerableadults_faith/

[2] Adapted from: <https://www.all4kids.org/2014/03/04/warning-signs-child-abuse-neglect/>

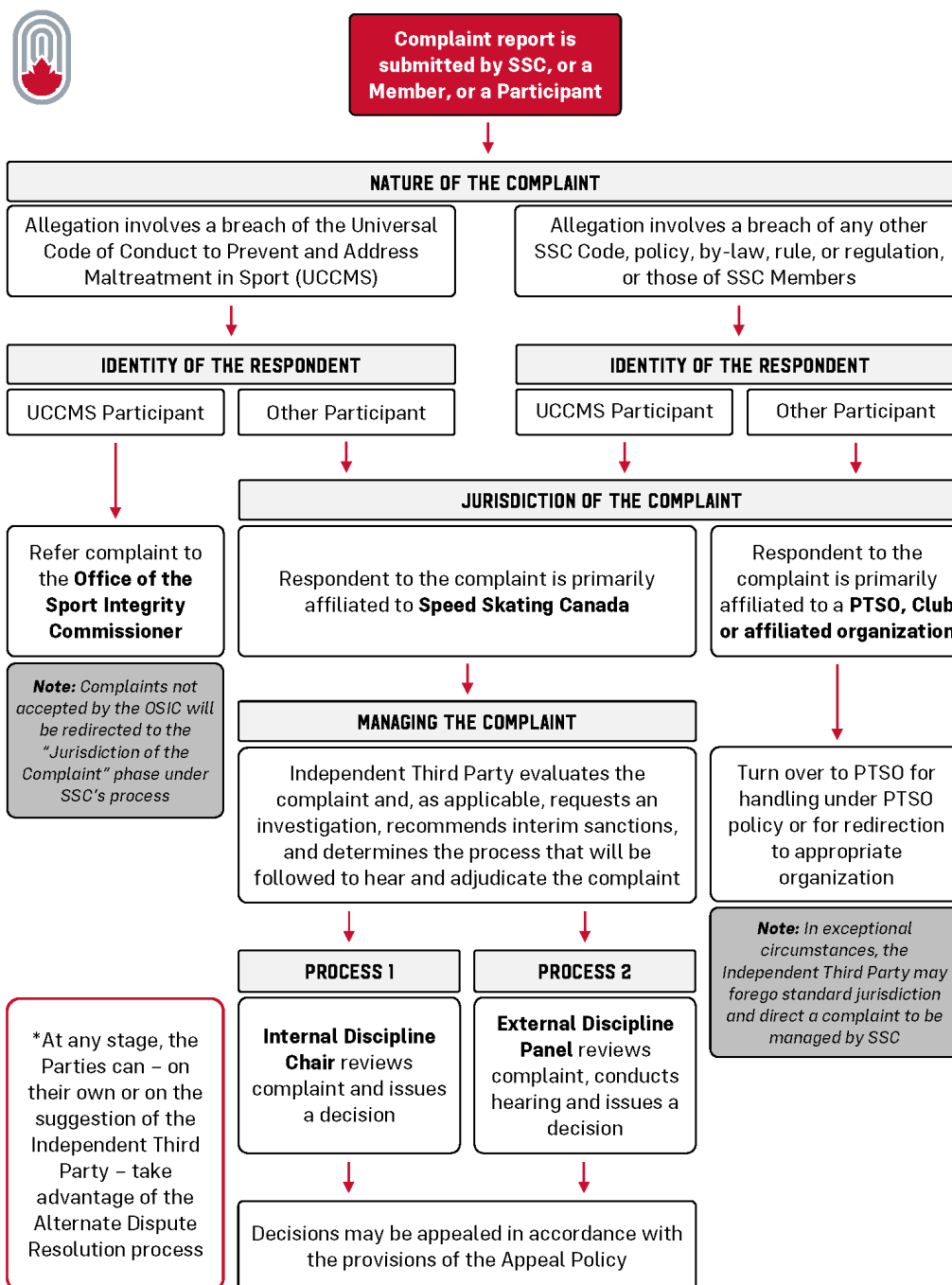
[3] Adapted from: https://www.parentsprotect.co.uk/warning_signs.htm

DISCIPLINE AND COMPLAINTS POLICY

This Discipline and Complaints Policy was adapted from a template provided by Speed Skating Canada produced in February 2023. NWT Speed Skating adopted this Discipline and Complaints Policy in February 13, 2023.

Overview

1.1. In general terms, complaints involving Individuals of speed skating in Canada shall proceed on the following basis (the Association is a "Member").



Principles and Application

Purpose

- 1.2. Participants of the Association are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with all codes, policies, by-laws, rules and regulations of the Association, as updated and amended from time to time.
- 1.3. Non-compliance with any of the Association's codes, policies, by-laws, rules, or regulations may result in the imposition of sanctions pursuant to this Policy or the by-laws of the Association.
- 1.4. This Policy describes how anyone can report instances of inappropriate conduct and how such complaints will be investigated and acted upon.

Application of this Policy

- 1.5. This Policy applies to all Individuals and to any alleged breaches of the Association's codes, policies, by-laws, rules, or regulations.
- 1.6. Unless otherwise excluded pursuant to the terms hereof, this Policy applies to Individuals conduct during the business, activities, and events of the Association including, but not limited to, competitions, practices, tryouts, training camps, travel associated with organizational business, activities, and events, including any meetings and communications.
- 1.7. This Policy also applies to Individuals conduct outside of the business, activities, and events of the Association 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 Association. Applicability will be determined by the Association in its sole discretion, pursuant to the terms of this Policy and other applicable policies of the Association.
- 1.8. This Policy does not prevent immediate discipline from being applied during the course of an Event, as reasonably required, pursuant to Section 9 of this Policy. In such situations, disciplinary action will be for the duration of the Event only. Further sanctions may be applied according to other provisions of this Policy.
- 1.9. In addition to being subject to disciplinary action pursuant to this Policy, an employee of the Association who is a Respondent to a complaint may also be subject to consequences in accordance with the applicable *Human Resources*

Policy as well as the employee’s employment agreement and any applicable legislation.

- 1.10. This Policy does not apply to objections or other allegations relating to or arising out of:
 - a) SSC carding, team selection, training group or coaching assignment decisions
 - b) The adoption or application of high-performance bulletins and like documents
 - c) Restrictions identified in applicable national and territorial policies.

Alignment

- 1.11. The Association recognizes that Individuals are also registered with Speed Skating Canada (SSC) (which the Association is a Member under SSC’s by-laws).
- 1.12. Given the above, the jurisdiction of a complaint handled under this Policy will be assigned to the appropriate organization based on the affiliation or identity of the Respondent and the Respondent’s role at the time of the conduct. Other factors (e.g., location of an incident, identity of Complainant, involvement of other Parties or complaint processes) may be taken into consideration as necessary by the Independent Third Party in deciding jurisdiction.
- 1.13. The Association, in alignment with SSC will maintain records of all Major Disciplinary Decisions and may communicate any imposed sanction(s) in accordance with provisions outlined in the ‘Managing the Complaint’ section of this Policy.

Definitions

2.1 The terms used in this Policy are as defined in **Appendix A**.

Filing a Complaint

3.1 People may file complaints using one of two mechanisms, as defined below.

UCCMS Participants

3.2 SSC has designated specific Individuals affiliated the organization as “UCCMS Participants”. This includes National and NextGen team athletes and training partners; National Program coaches; and Speed Skating Canada staff and board

members. Some Individuals affiliated with the Association may also be “UCCMS Participants” if they are designated by other Program Signatories.

3.3 Incidents involving alleged Maltreatment or Prohibited Behaviour (as defined in the UCCMS) by a UCCMS Participant must be reported to Abuse-Free Sport and will be addressed pursuant to the OSIC’s policies and procedures. The OSIC shall determine the admissibility of all such complaints.

3.4 Where the Respondent has **not** been designated by SSC or another Program Signatory as a UCCMS Participant – and the matter is still reported to the OSIC – the matter may only proceed pursuant to the OSIC’s policies and procedures with the express consent of SSC and the Parties involved. Otherwise, the complaint will be redirected to the Canadian speed skating community’s Independent Third Party.

3.5 If the Independent Third Party receives a complaint that they consider falling within the jurisdiction of the OSIC, the Independent Third Party shall refer the matter to the OSIC and notify the Complainant(s) of such action.

All Other Complaints

3.6 Any complaints involving alleged breaches of the Association’s policies where the Respondent is not an identified UCCMS Participant may be reported to the Canadian speed skating community’s Safe Sport Speak Up Line.

3.7 The Independent Third Party will review and triage all complaints submitted via the Safe Sport Speak Up Line.

3.8 Complaints submitted via this mechanism must be reported within one year of the occurrence of the incident.

a) For the avoidance of doubt, this includes complaints referred back to the Independent Third Party by the OSIC following a determination made by the OSIC that a complaint initially reported to it does not fall within its jurisdiction.

b) Matters involving complaints related to the UCCMS may be accepted beyond this time frame as evaluated and decided upon by the Independent Third Party.

3.9 Notwithstanding any provision in this Policy, the Association may, at its discretion or upon request of the Independent Third Party, act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the Association will identify an individual to represent the organization.

3.10 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. In such instances, the Independent Third Party may ask that the Association take carriage of the complaint and act as the Complainant³.

Adult Representative

3.11 Complaints may be brought by, for or against an Individual who is a minor. Minors must have a parent/guardian or other adult serve as their representative during this process, until such time as they reach the relevant age of majority.

3.12 Communication from the Independent Third Party, Internal Discipline Chair and/or External Discipline Panel, as applicable, must be directed to the minor's representative.

3.13 At any interview of a minor during an investigation, the minor is entitled to have an adult representative present.

Reprisal and Retaliation

3.14 A person who submits a Complaint or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group. Any such conduct may constitute Prohibited Behaviour and be subject to disciplinary proceedings pursuant to this Policy or, as applicable, the policies and procedures of the OSIC.

Evaluating the Complaint

4.1 The Independent Third Party shall consider the complaint and, at their discretion and to the extent they believe is necessary, may take further information from the Complainant or any other person, including the Respondent.

4.2 Upon considering the complaint, the Independent Third Party has a responsibility to:

- a) Determine whether the complaint falls within the jurisdiction of this Policy and whether it has been submitted in accordance with the deadlines indicated herein.

³ In such circumstances, the Complainant(s) may be asked to provide evidence during the disciplinary process, as determined by the Internal Discipline Chair or External Discipline Panel (as applicable) in their sole discretion.

- b) Determine whether the complaint falls within the jurisdiction of OSIC or SSC and, if so, redirect the complaint accordingly.
- c) Determine the appropriate jurisdiction to manage the complaint by considering the following:
 - i. Whether the incident occurred within the business, activities, or events of the Association or involves outside conduct adversely affecting the Association's relationships, image and/or reputation
 - ii. The primary affiliation or identity of the Respondent and their role at the time of the conduct
- d) Determine whether the complaint is frivolous, vexatious or if it has been made in bad faith, in consideration of the Sport Dispute Resolution Centre of Canada's Investigation Guidelines.
- e) Identify the complaint as one primarily dealing with matters of a Respondent's employment with the Association] and conduct as an employee and refer the complaint to the Association for handling as a matter of its human resource functions and policies.
- f) Determine if the alleged incident should be investigated pursuant to **Appendix B – Investigation Procedure**.
- g) Identify which process (Process 1 or Process 2, as outlined below) should be followed to hear and adjudicate the matter.
- h) Determine whether the complaint is connected to or associated with any other complaint and whether two or more complaints ought to be addressed together, with or without the consent of the Parties.
- i) Notify the Respondent of the complaint with a summary of the substance of the complaint.

4.3 All such decisions and determinations made by the Independent Third Party may not be appealed.

Process

4.4 There are two different processes that may be used to hear and adjudicate complaints. The Independent Third Party decides which process will be followed at their discretion.

Process 1

4.5 Process 1 will be used in instances where the complaint contains allegations involving the following behaviours, which serve as examples only and are not a definitive list of behaviours that may be addressed through Process 1:

- a) Disrespectful conduct or comments
- b) Minor acts of physical violence (e.g., tripping, pushing, elbowing), unless the physical violence is between a Person in Authority and a Vulnerable Participant, in which case the matter will be addressed under Process 2
- c) Conduct contrary to the values of the Association (isolated instance)
- d) Minor violations of the policies or bylaws of the Association

Process 2

4.6 Process 2 will be used in instances where the complaint contains allegations involving the following behaviours, which serve as examples only and are not a definitive list of behaviours that may be addressed through Process 2:

- a) Repeated incidents described in Process 1
- b) Hazing
- c) Abusive, racist or sexist comments, conduct or behaviour
- d) Incidents that constitute Prohibited Behaviour under the Association's Code of Conduct or the UCCMS
- e) Major incidents of violence (e.g., fighting, attacking)
- f) Pranks, jokes, or other activities that endanger the safety of others
- g) Conduct that intentionally interferes with a competition or with any athlete's preparation for a competition
- h) Conduct that intentionally damages the image, credibility or reputation of the Association
- i) Consistent disregard for the bylaws, policies, rules, or regulations of the Association

- j) Major or repeated violations of the Association’s Code of Conduct or any other policies, bylaws, rules or regulations that designate this Policy as applicable to address such breaches
- k) Intentionally damaging the property of the Association or improperly handling any of the Association’s monies
- l) Abusive use of alcohol, any use or possession of alcohol by minors, or use or possession of illicit drugs and narcotics
- m) A conviction for any *Criminal Code* offense
- n) Any possession or use of banned performance-enhancing drugs or methods

Confidentiality of the Complaint

4.7 The complaint management process is confidential and involves only the Association, the Parties, the Independent Third Party, the Internal Discipline Chair or the External Discipline Panel (as appropriate), and any independent advisors to the External Discipline Panel.

4.8 Any information obtained through participation in this process about an incident or complaint (including identifying information about any individuals involved) will remain confidential, unless and only to the extent disclosure is necessary for the purpose of investigation, complaint management, taking corrective action, monitoring of a sanction, or is otherwise required by law or by this Policy.

4.9 Any failure to respect the confidentiality requirement may be considered in decisions regarding sanctions or discipline by the Internal Discipline Chair or External Discipline Panel (as applicable).

Provisional Suspension

4.10 The Association will adhere to all disclosure and reporting responsibilities required by any government entity, local police force, or child protection agency.

4.11 If it is considered appropriate or necessary on the basis of the alleged behaviour and other relevant circumstances, immediate discipline, a Provisional Suspension or other interim measures may be imposed against the Respondent by the Independent Third Party for the duration of the complaint management process, after which further discipline or sanctions may be applied according to this Policy.

- 4.12 If an infraction occurs at an Event, it will be initially dealt with by the Event Discipline Procedure section of this Policy. Provisional Suspensions or interim measures may be imposed for the duration of the Event only⁴.
- 4.13 Any Respondent against whom a Provisional Suspension or interim measure is imposed may make a request to the Internal Discipline Chair or External Discipline Panel (if appointed) to have the Provisional Suspension or interim measure lifted or varied. In such circumstances, the Independent Third Party shall be provided with an opportunity to make submissions, orally or in writing, regarding the Respondent's request. 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.
- 4.14 Any decision by the Internal Discipline Chair or External Discipline Panel (as applicable) not to lift a Provisional Suspension or interim measure shall not be subject to appeal.
- 4.15 Except in cases where a sanction is levied against a Vulnerable Participant, the Association and/or SSC (as applicable) shall publish on its website the name of the Respondent involved and the sanction(s) imposed.

Managing the Complaint

Process 1: Internal Discipline Chair

- 5.1. Following the determination that the complaint should be handled under Process 1, the Independent Third Party will refer the matter to the Internal Discipline Chair.
- 5.2. Where the Independent Third Party has deemed the alleged incident should be investigated, the Internal Discipline Chair will review the investigation report and provide the Respondent with the investigation report, in whole or in part, including necessary redactions made at the sole discretion of the Independent Third Party, and a reasonable opportunity to make a brief written submission on whether an incident occurred and, if so, what sanctions, penalties, or reprimand ought to be levied.

⁴ Event-related discipline or penalties imposed as per the Event Discipline Procedure does not prevent an Individual from facing additional disciplinary proceedings under this Policy.

5.3. The Internal Discipline Chair may:

- a) At the recommendation of the Independent Third Party, consider Alternate Dispute Resolution techniques, if appropriate, and ask for the permission of the Complainant to invite the Respondent to participate in Alternate Dispute Resolution; and/or
- b) Ask the Complainant and the Respondent for either written or oral submissions regarding the complaint. 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 complaint; and/or
- c) If appropriate, 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.

5.4. Following their review of the submissions and evidence related to the complaint, the Internal Discipline Chair shall determine whether the evidence supports a finding that an infraction has occurred and, if so, the sanctions to be imposed, if any. If the Internal Discipline Chair considers that no infraction has occurred, they shall dismiss the complaint.

5.5. When the Internal Discipline Chair imposes a sanction, their written decision shall include, at a minimum, the following details:

- a) Jurisdiction
- b) Summary of the Parties' submissions and of other facts and relevant evidence
- c) Where applicable, the specific provision(s) of the Association's codes, policies, bylaws, rules or regulations that have been breached
- d) What sanction(s), if any, will be levied
- e) Which Party or organization is responsible for the costs of implementing any sanction
- f) Which organization is responsible for monitoring that the Respondent respects the terms of the sanction

- g) Any reinstatement conditions that the Respondent must satisfy (if any), and which organization is responsible for ensuring that the conditions have been satisfied
- h) Any other guidance that will assist the Parties to implement the Internal Discipline Chair's decision

- 5.6. The Internal Discipline Chair will inform the Parties of their decision, which shall take effect immediately, unless specified otherwise. Should the circumstances require a decision to be rendered immediately or within a short timeline, the Internal Discipline Chair may issue a short decision, either orally or in writing, followed by a written decision including all components as outlined in Section 6.5.
- 5.7. Any decision rendered by the Internal Discipline Chair shall be provided to and maintained in the records of the Association. Decisions will be kept confidential by the Parties and the aforementioned organizations and shall be retained and discarded in accordance with the relevant policy and applicable privacy legislation.

Process 2: External Discipline Panel

- 5.8. Following the determination that the complaint should be handled under Process 2, the Independent Third Party may propose the use of Alternate Dispute Resolution methods, if appropriate. If the dispute is not resolved in this manner, the Independent Third Party will appoint an External Discipline Panel of one (1) arbitrator to hear the complaint.
- 5.9. If warranted based on the nature of the complaint, the Independent Third Party may, at their sole discretion, appoint an External Discipline Panel of three (3) people. When a three-person External Discipline Panel is appointed, the Independent Third Party will appoint one of the members to serve as the Chair.
- 5.10. The External Discipline Panel shall be free of any conflict of interest.
- 5.11. Thereafter, the Independent Third Party shall have the following responsibilities:
- a) Ensure that the External Discipline Panel establishes and adheres to timelines that ensure procedural fairness and that the matter is heard in a timely fashion
 - b) Provide administrative assistance and logistical support to the External Discipline Panel as required, including providing any information related to

previously imposed and/or existing disciplinary sanctions against the Respondent(s)

- c) Provide any other support that may be necessary to ensure a fair and timely proceeding
- d) Remove or replace members of the External Discipline Panel who fail to adhere to the procedures outlined in this Policy

5.12. Where the Independent Third Party has deemed the alleged incident should be investigated, the External Discipline Panel will review the investigation report and provide the Respondent with the investigation report, in whole or in part, including necessary redactions made at the sole discretion of the Independent Third Party, and provide a reasonable opportunity to make a brief written submission on whether an incident occurred and, if so, what sanctions, penalties, or reprimand ought to be levied.

Hearing

5.13. The External Discipline Panel, in consultation with the Independent Third Party, will then decide the format under which the complaint will be heard. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or video conference, a hearing based on a review of documentary evidence, or a combination of these methods. This decision may not be appealed.

5.14. The hearing will be governed by the procedures that the External Discipline Panel, in consultation with the Independent Third Party, deems appropriate for the circumstances. The following procedural directions will apply:

- a) The determination of procedures and timelines, as well as the hearing duration, shall be as expedient and cost-efficient as possible in order to ensure that costs to the Parties, the Association 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 wish 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 or organization representative participate and give evidence at the hearing.
- f) The External Discipline Panel shall apply its discretion in relation to the admissibility and weight given to evidence filed by the Parties.
- g) 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.
- h) If the External Discipline Panel is made up of more than one individual, the decision will be by a majority vote.

5.15. If the Respondent acknowledges the facts of the complaint and that the conduct is deserving of sanction, 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.

5.16. The hearing will proceed even if a Party chooses not to participate in the hearing.

5.17. If a decision may involve another Individual to the extent that the other Individual would have recourse to a complaint or an appeal in their own right, that Individual will become a Party to the complaint, shall be permitted to participate in the proceedings as determined by the External Discipline Panel, and will be bound by the decision.

5.18. In fulfilling its duties, the External Discipline Panel may obtain independent advice.

Decision

5.19. 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 complaint will be dismissed.

5.20. Within fourteen (14) clear calendar days of the hearing's conclusion, the External Discipline Panel's written decision, with reasons, will be distributed to all

Parties, including to the Independent Third Party and the Association. If necessary, the External Discipline Panel may first issue a verbal or summary decision soon after the conclusion of the hearing, with the full written decision to be issued before the end of the fourteen (14) day period.

5.21. When the External Discipline Panel imposes a sanction, the decision shall include, at a minimum, the following details:

- a) Jurisdiction
- b) Summary of the Parties' submissions and of other facts and relevant evidence
- c) Where applicable, the specific provision(s) of the Association's codes, policies, bylaws, rules or regulations that have been breached
- d) What sanction(s), if any, will be levied
- e) Which Party or organization is responsible for the costs of implementing any sanction
- f) Which organization is responsible for monitoring that the Respondent respects the terms of the sanction
- g) Any reinstatement conditions that the Respondent must satisfy (if any), and which organization is responsible for ensuring that the conditions have been satisfied
- h) Any other guidance that will assist the Parties to implement the External Discipline Panel's decision

5.22. The decision will come into effect as of the date that it is rendered, unless decided otherwise by the External Discipline Panel.

5.23. Except in cases where a sanction is levied against a Vulnerable Participant, once the appeal deadline in the Appeal Policy has expired, SSC and/or the Association (as applicable) shall publish on its website the name(s) of the Respondent(s), the provision(s) of the relevant policies that have been violated, and the sanction(s) imposed.

5.24. If the External Discipline Panel dismisses the complaint, the information referred to in the above section may only be published with the Respondent's consent. If the Respondent does not provide such consent, the decision will be kept confidential by the Parties, the Independent Third Party, and the Association

and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken pursuant to this Policy.

- 5.25. If necessary, a Party – or the organization(s) responsible for implementing or monitoring a sanction – may seek clarifications from the External Discipline Panel regarding the decision so that the sanction can be implemented or monitored appropriately.

Appeals

- 5.26. The decision of the Internal Discipline Char or External Discipline Panel, as applicable, may be appealed in accordance with the Appeal Policy.

Timelines

- 5.27. If the circumstances of the complaint are such that adhering to any timelines outlined by this Policy is not feasible, the Independent Third Party may revise these timelines at their discretion.

Records and Distribution of Decisions

- 5.28. Records of all decisions will be maintained by the Association in accordance with the Privacy Policy.
- 5.29. At the conclusion of the matter, the Independent Third Party shall inform the Complainant that the matter has been completed and whether the Respondent’s conduct was found to be a breach. Unless contained in the formal decision, the Complainant shall only be informed of any sanction imposed that directly affects their anticipated future dealings (if any) with the Respondent.
- 5.30. Other individuals or organizations, including but not limited to Speed Skating Canada, other National Sport Organizations, other Provincial/Territorial Sport Organizations, clubs and affiliated organizations may be advised by the Association of any decisions and/or sanctions rendered in accordance with this Policy, including those levied against a Vulnerable Participant, in such detail and with such information as the Association is required to provide or may be necessary to give effect to a sanction.

Statistical Reporting

5.31. SSC shall, at least annually, publish a general statistical report of the Independent Third Party's activity. This report shall not include any information that is confidential under this Policy but may include the number of complaints reported to the Independent Third Party (for SSC and its PTSO Members - such as the Association), and statistics regarding the number of cases that were resolved through Alternate Dispute Resolution, the Internal Discipline Chair process, the External Discipline Panel process, and the number of appeals filed pursuant to the Appeal Policy and the result of such appeals.

Sanctioning

6.1 When determining an 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 the relationship involves a power imbalance and/or involves a Vulnerable Participant.
- b) The Respondent's prior history and any pattern of misconduct, Prohibited Behaviour 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) Whether the Respondent has made a voluntary admission of the offense(s), accepted responsibility for the misconduct, Prohibited Behaviour or Maltreatment, and/or cooperated in the investigative and/or disciplinary process of the Association.
- f) Real or perceived impact of the incident on the Complainant, sport organization and/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*, addiction, abuse of alcohol or drugs, disability, illness).
- h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate, or under what terms it may be appropriate.

- i) A Respondent who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions.
- j) Other mitigating or aggravating circumstances.

6.2 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.

6.3 The Internal Discipline Chair or External Discipline Panel, as applicable, may apply the following disciplinary sanctions, singularly or in combination:

- a) Verbal or written reprimand – A verbal reprimand or an official, written notice that an Individual has violated the Association Policy and that more severe sanctions will result should the Individual be involved in other violations.
- b) Verbal or written apology
- c) Education – The requirement that an Individual undertake specified educational or similar remedial measures to address the violation(s) of the Association's policies or the UCCMS.
- d) Any financial, volunteer or other contribution to the Association
- e) Probation – Should any further violations of the Association's policies or the UCCMS occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility.
- f) Temporary or permanent removal of certain privileges
- g) Suspension – Either for a set time or until further notice, from participation, in any capacity, in any program, activity, Event, or competition sanctioned by, organized by, or under the auspices of the Association. A suspended Individual may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the Individual satisfying specific conditions noted at the time of suspension.
- h) Eligibility restrictions
- i) Payment of cost of repairs for property damage
- j) Suspension of funding from the organization or from other sources

k) Permanent ineligibility or expulsion from the organization

l) Any other sanction considered appropriate for the offense

6.4 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.

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 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.

6.5 A Participant's conviction for certain *Criminal Code* offenses, as determined by the Association, may be deemed an infraction for the purposes of this Policy and result in expulsion from the Association. 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

d) Any offence of assault

e) Any offence involving trafficking of illegal drugs

f) Any offence involving gaming related to sport

6.6 Failure to comply with a sanction as determined by the Internal Discipline Chair or External Discipline Panel, as applicable, will result in an automatic suspension until such time as compliance occurs.

OSIC Sanctions

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

6.8 The Association will cooperate with SSC in the implementation of any sanction applied by the OSIC and respect those sanctions for so long as they are in place.

Dispute Resolution Procedure

Purpose

7.1. The Association supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation and mediation as effective ways to resolve Complaints. ADR also avoids the uncertainty, costs and other negative effects associated with lengthy investigations, hearings, or appeals. Parties are encouraged to review the Association's Dispute Resolution Policy.

7.2. The Association encourages all Individuals to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. The Association believes that negotiated resolutions are usually preferable to outcomes resolved through other dispute resolution techniques.

Application of this Procedure

7.3. Opportunities for ADR may be pursued at any point in a Complaint when all Parties agree that such a course of action would be mutually beneficial.

Facilitation and Mediation

7.4. If all Parties to a Complaint agree to ADR or mediation, the Independent Third Party may refer the process to a resolution facilitator of the Sport Dispute Resolution Centre of Canada (SDRCC) or appoint any other agreed-upon mediator.

7.5. The mediator or facilitator shall decide the format under which the Complaint shall be mediated or facilitated and shall specify a deadline before which the Parties must reach a negotiated decision.

7.6. Should a mediated outcome be reached, that outcome shall be reported to, and approved by, the Association. Any actions that are to take place as a result of the

outcome shall constitute a decision and be carried out on the timelines specified by the mediated agreement, as approved by the Association.

7.7. 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 ADR, or if the Association does not approve of the negotiated decision, the Complaint shall proceed under the appropriate section of this Policy or the Appeal Policy, as applicable.

7.8. Any negotiated decision will be binding upon the Parties and may not be appealed.

Event Discipline Procedure

Purpose

8.1 The Association 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.

Application of this Procedure

8.2 This procedure will apply during all Association-sanctioned Events. Any requested changes to this procedure must be outlined in the Event host's sanctioning request and communicated during Event registration, when applicable.

8.3 If the Event is sanctioned by a national or regional Games federation, or an international federation, the Event Discipline Procedure of that sanctioning organization will supersede this procedure to the extent of any conflict or inconsistency. Incidents involving any Individuals connected with the Association must still be reported to the Association to be addressed under this Policy, if necessary.

8.4 This Event Discipline Procedure does not replace or supersede other provisions in this Policy. Instead, this procedure works in concert with the Policy by outlining the process for taking immediate, informal, or corrective action following a possible violation of the Association's *Code of Conduct* during an Event.

Misconduct During Events

8.5 Incidents that violate or potentially violate the Association's *Code of Conduct* which occur during a competition, away from the area of competition, or between

Individuals connected to the Event, shall be reported to a designated person (usually the Association's Representative, Chief Referee or Meet Coordinator) responsible at the Event.

8.6 The designated person at the Event shall address the incident as follows:

- a) Notify the involved Individuals that there has been an incident that violated or potentially violated the Association's *Code of Conduct*.
- b) Convene a panel of either one person or three people (one of whom shall be designated the Chair), who shall not be in a conflict of interest or involved in the original incident, to determine whether the Association's *Code of Conduct* has been violated. The designated person at the Event may serve on the panel.
- c) The panel will interview and secure statements from any witnesses to the incident. If the incident occurred during a competition, interviews will be held with the officials who officiated or observed the competition and with the coaches of each team when necessary and appropriate.
- d) The panel will secure a statement from the Individuals accused of the violation.
- e) The panel will render a decision and determine a possible penalty.
- f) The Chair of the panel will inform all Parties of the panel's decision.

8.7 The penalty determined by the panel 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 panel

8.8 The panel 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 panel's decision shall be submitted to the Association following the conclusion of the Event. Further discipline may then be applied per this Policy if necessary.

8.9 Decisions made in the scope of this procedure may not be appealed.

8.10 This procedure does not prohibit Individuals or the designated person from reporting the same incident to the Association to be addressed as a formal complaint under this Policy.

8.11 the Association shall record and track all reported incidents of misconduct during Events and the outcome of those reports.

Privacy

9.1 The collection, use and disclosure of any personal information pursuant to this Policy is subject to the Association's Privacy Policy.

9.2 The Association and any of its delegates pursuant to this Policy (i.e., Independent Third Party, Internal Discipline Chair, External Discipline Panel), shall comply with the Association's Privacy Policy and Confidentiality Policy in the performance of their services under this Policy.

Appendix A: Definitions

The following terms have these meanings in this Policy:

- a) *“Association”* – The Northwest Territories Amateur Speed Skating Association”
- b) *“Complainant”* – A person who makes a report of an incident, or a suspected incident, of alleged Maltreatment, Prohibited Behaviour or other misconduct that may be a violation of the standards described in the Association’s policies, by-laws, rules or regulations, or the UCCMS.
- c) *“Director of Sanctions and Outcomes”* – As defined by the Office of the Sport Integrity Commissioner.
- d) *“External Discipline Panel”* – A panel of one or three people who are appointed by the Independent Third Party, from a pool of potential members approved by the Association, to decide on complaints that are assessed under Process 2 pursuant to this Policy.
- e) *“Event”* – An event sanctioned by the Association, which may include a training camp or social event.
- f) *“Independent Third Party”* – An individual retained by SSC who acts as the first point of contact for all discipline and complaint matters reported to SCC. This individual shall fulfil the responsibilities outlined in the Discipline and Complaints Policy. This individual must not be in a real or perceived conflict of interest or have a direct relationship with any of the Parties.
- g) *“Individuals”* – Individuals employed by, or engaged in activities with, the Association including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, parents and guardians and spectators at events, and Directors and Officers of the Association.
- h) *“Internal Discipline Chair”* – An individual appointed by the Association to decide on complaints that are assessed under Process 1 pursuant to this Policy. The Internal Discipline Chair may be a Director, coach, staff member, or other individual affiliated with the Association but must not be in a conflict of interest or have a direct relationship with any of the Parties.
- i) *“OSIC”* – Office of the Sport Integrity Commissioner, an independent division of the SDRCC which comprises the functions of the Sport Integrity Commissioner.

- j) *“Parties”* – The individuals involved in a dispute.
- k) *“Person in Authority”* – An individual who holds a position of authority within the Association including, but not limited to, coaches, managers, support personnel, chaperones, and Directors.
- l) *“Provisional Suspension”* – An interim sanction whereby an Individual who is barred temporarily from participating in any capacity in any Event or activity of the Association, or as otherwise decided by the Independent Third Party, prior to a decision being rendered in a complaint pursuant to this Policy.
- m) *“Respondent”* - The Party responding to a complaint.
- n) *“UCCMS”* – The Universal Code of Conduct to Prevent and Address Maltreatment in Sport, as amended from time to time by the SDRCC.
- o) *“UCCMS Participant”* – A Participant affiliated with a Program Signatory who has been a) designated by a Program Signatory and b) who has signed the required consent form. UCCMS Participants may include an athlete, a coach, an official, an Integrated Support Team member, an employee, a contractual worker, an administrator, or a volunteer acting on behalf of, or representing a Program Signatory in any capacity.

The following terms have the meanings given to them in the Association’s Code of Conduct or the UCCMS.

- a) Harassment
- b) Maltreatment
- c) Minor
- d) Power Imbalance
- e) Prohibited Behaviour
- f) Vulnerable Participant
- g) Workplace Harassment

Appendix B: Investigation Procedure

Determination

- a) When a complaint is submitted pursuant to the Policy and is accepted by the Independent Third Party, the Independent Third Party will determine if the incident(s) should be investigated, at their sole discretion.

Investigation

- b) If the Independent Third Party considers that an investigation is necessary, they will appoint an Investigator. The Investigator must be an independent third-party with experience in investigating. The Investigator must not be in a conflict of interest and should have no connection to either the Complainant or Respondent.
- c) Federal and/or Territorial legislation related to Workplace Harassment may apply to the investigation. The Investigator should review workplace safety legislation and the organization's policies for human resources and/or consult independent experts to determine whether such legislation applies to the complaint.
- d) The investigation may take any form as decided by the Investigator, guided by any applicable Federal and/or Territorial legislation. The investigation may include any or all of the following steps prior to delivery of a final report:
 - i. Interview of the Complainant and collection of such further information and records as the Complainant may provide and/or the Investigator may seek
 - ii. Interview(s) of witnesses
 - iii. Statement of facts (Complainant's perspective) prepared by the Investigator and acknowledged by the Complainant
 - iv. Statement of facts delivered to the Respondent
 - v. Interview of the Respondent
 - vi. Interview(s) of additional witnesses
 - vii. Statement of facts (Respondent's perspective) prepared by the Investigator and acknowledged by the Respondent

Investigator's Report

- e) Upon completion of their investigation, the Investigator shall prepare a written report that includes a summary of evidence from the Parties and any witnesses interviewed. The report shall also include a non-binding recommendation from the Investigator regarding whether an allegation or, where there are several allegations, which allegations, should be heard by the Internal Discipline Chair or an External Discipline Panel pursuant to this Policy because they constitute a likely breach of the Association's Code of Conduct, the UCCMS or any other relevant and applicable policy of the Association on a balance of probabilities. The investigator may also make non-binding recommendations regarding the appropriate next steps (i.e., mediation, disciplinary procedures, further review or investigation).
- f) The Investigator's report will be provided to the Independent Third Party who will disclose it to the Internal Discipline Chair or External Discipline Panel, as applicable. The Independent Third Party may also disclose all or parts of, or a summary of, the Investigator's report to the Complainant(s) and the Respondent(s), at their discretion. Only if deemed necessary, other relevant Parties may be provided with an executive summary of the investigator's findings by the Independent Third Party.
- g) Should the Investigator find that there are possible *Criminal Code* offences, the Investigator shall direct the Independent Third Party to refer the matter to the police and advise the Parties, and the Association. In accordance with the applicable territorial child protection legislation, the Investigator shall also immediately and directly report any information about a suspected child at risk to the appropriate authorities.

False Allegations

- h) Any Individual 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 this Policy and may be required to pay for the costs of any investigation that comes to this conclusion. Any Individual who is liable to pay such costs shall be prohibited from participating in any Events, activities or business of the Association until the costs are paid in full.
- i) The Association or the Individual against whom the allegations were submitted, may act as the Complainant with respect to making a complaint pursuant to this Section. Submitting such a complaint against an individual who has been determined to have made a maliciously false complaint is not a form or reprisal or retaliation.

Confidentiality

- j) The Investigator will make reasonable efforts to preserve the anonymity of all individuals involved in the investigation including, but not limited to, the Association, the Complainant, Respondent, and any other participant. However, the Association recognizes that maintaining full anonymity during an investigation may not be feasible.
- k) The Investigator will reinforce the confidentiality provisions of this Policy with all individuals involved in the investigation.

DISPUTE RESOLUTION POLICY

Definitions

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

Purpose

2. The Association 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. The Association encourages all Individuals to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. The Association 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 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.

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, the Association. 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 Association'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 the Association'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) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
- b) *“Appellant”* – The Party appealing a decision
- c) *“Appeal Manager”* – An individual appointed by the Association who may be any staff member, committee member, volunteer, Director, or an independent third party, to oversee this *Appeal Policy*. The Appeal Manager will have responsibilities that include, but are not limited to:
 - i. Ensuring procedural fairness;
 - ii. Respecting the applicable timelines; and
 - iii. Using decision making authority empowered by this Policy.
- d) *“Days”* – Days including weekends and holidays
- e) *“Parties”* – The Appellant, Respondent, and any Affected Party
- f) *“Respondent”* – The body whose decision is being appealed
- g) *“Individuals”* – All categories of individual membership defined in the Association’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Association including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Association, spectators at events, and parents/guardians of athletes

Purpose

2. The Association is committed to providing an environment in which all Individuals involved with the Association are treated with respect and fairness. The Association provides Individuals with this *Appeal Policy* to enable fair, affordable, and expedient appeals of certain decisions made by the Association. Further, some decisions made by the process outlined in the Association’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 a decision by the Association 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 Association
 - 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) Matters handled by the Office for the Sport Integrity Commissioner ("OSIC")
 - i) The Association's operational structure and committee appointments
 - j) Decisions or discipline arising within the business, activities, or events organized by entities other than the Association (appeals of these decisions shall be dealt

with pursuant to the policies of those other entities unless requested and accepted by the Association at its sole discretion)

- 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. 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 Association, the following:
 - a) Notice of the intention to appeal
 - b) Contact information and status of the appellant
 - c) Name of the respondent and any affected parties, when known to the Appellant
 - d) Date the appellant was advised of the decision being appealed
 - e) A copy of the decision being appealed, or description of decision if written document is not available
 - f) Grounds for the appeal
 - g) Detailed reasons for the appeal
 - h) All evidence that supports these grounds
 - i) Requested remedy or remedies
 - j) An administration fee of one hundred dollars (\$100), which will be refunded if the appeal is upheld
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 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) Decided 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 considered irrelevant information in making the decision
 - e) Made a decision that was 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 Association and the Appellant may first determine the appeal to be considered under the Association's *Dispute Resolution Policy*.
11. Appeals resolved by mediation under the Association'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 Association 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.
- 15.To confirm the identification of any Affected Parties, the Appeal Manager will ask the Association. The Appeal Manager may determine whether a party is an Affected Party in their sole discretion.

Procedure for Appeal Hearing

- 16.The Appeal 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 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 the Association. 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. 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

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

SOCIAL MEDIA POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Association*” – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
 - b) “*Individuals*” – Individuals employed by, or engaged in activities with, the Association including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, medical and paramedical personnel, and Directors and Officers of the Association
 - c) “*Social media*” – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, TikTok, Snapchat, and Twitter.

Preamble

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

Application of this Policy

3. This Policy applies to all Individuals.

Conduct and Behaviour

4. Per the Association’s *Discipline and Complaints Policy* and *Code of Conduct*, the following social media conduct may be considered violations of the Code:
 - a) Posting a disrespectful, hateful, harmful, disparaging, insulting, or otherwise negative comment on a social medium that is directed at an Individual, at the Association, or at other individuals connected with the Association
 - b) Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, or otherwise offensive, and that is directed at an Individual, at the Association, or at other individuals connected with the Association

- 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 the Association, its stakeholders, or its reputation
 - d) Inappropriate personal or sexual relationships between Individuals who have a power imbalance in their interactions, such as between athletes and coaches, Directors and staff, officials, and athletes, etc.
 - e) Any instance of cyber-bullying or cyber-harassment between one Individual and another Individual (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 the Association's *Discipline and Complaints Policy*.

Individuals Responsibilities

- 6. Individuals acknowledge that their social media activity may be viewed by anyone, including the Association.
- 7. If the Association unofficially engages with an Individual in social media (such as by retweeting a tweet or sharing a photo on Facebook) the Individual may, at any time, ask the Association to cease this engagement.
- 8. When using social media, an Individual must model appropriate behaviour befitting the Individual's role and status in connection with the Association.
- 9. Removing content from social media after it has been posted (either publicly or privately) does not excuse the Individual from being subject to the Association's *Discipline and Complaints Policy*.
- 10. An individual who believes that an Individual's social media activity is inappropriate or may violate the Association's policies and procedures should report the matter to the Association in the manner outlined by the Association's *Discipline and Complaints Policy*.

SCREENING POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
 - b) *“Criminal Record Check (CRC)”* – A search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions
 - c) *“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
 - d) *“Enhanced Police Information Check (E-PIC)”* – a Criminal Record Check plus a search of local police information, available from Sterling Backcheck
 - e) *“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
 - f) *“Vulnerable Individuals”* – A person under the age of 18 years old and/or a person who, because of age, disability, or other circumstances, is 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

Preamble

2. The Association 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 the Association is one of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Individuals.
4. Not all individuals associated with the Association will be required to obtain a criminal record check or submit screening documents because not all positions pose a risk of harm to the Association or to its participants. The Association will determine

which individuals will be subject to screening using the following guidelines (the Association 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 Committee

5. The implementation of this policy is the responsibility of the Association’s Screening Committee which is a committee of either one (1) or three (3) members appointed by the Association. The Association will ensure that the members appointed to the Screening Committee possess the requisite skills, knowledge, and abilities to accurately screening documents and render decisions under this Policy.
6. The Screening Committee is responsible for reviewing all documents submitted and, based on the review, making decisions regarding the appropriateness of individuals

filling positions within the Association. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk management consultants, volunteer screening specialists, or any other person

7. Nothing in this Policy restricts or limits the Screening Committee from requesting that the individual attend an interview with the Screening Committee if the Screening Committee considers that an interview is appropriate and necessary to screen the individual's application.
8. Nothing in this Policy restricts or limits the Screening Committee from requesting the individual's authorization to contact any professional, sporting, or other organization in order to assess the individual's suitability for the position that they are seeking.
9. Nothing in this Policy restricts or limits the Screening Committee from requesting further information from the individual on more than one occasion, subject to the individual's right to insist that the Screening Committee make a decision on the basis of the information before it.
10. The Screening Committee may, where appropriate, draw an adverse inference from an individual's failure to provide information or answer queries.
11. When assessing an individual's screening application, the Screening Committee shall determine whether there is reason to believe that the individual may pose a risk to the Association or to another individual.
12. An individual having been previously penalized for a prior offence shall not prevent the Screening Committee from considering that offence as part of the individual's screening application.
13. If the Screening Committee determines on the basis of the individual's screening application, in addition to any further material received by it, that the individual does not pose a risk to the members of the Association, the Screening Committee shall approve the individual's application, subject to the Screening Committee's right to impose conditions.
14. In the case of a decision denying an application or approving an application with conditions, a copy of the decision shall be provided to the applicant and to the Board of Directors of the Association, which may disseminate the decision as they see fit in order to best fulfil the mandate of the Association.
15. A Participant whose screening application has been denied or revoked may not re-apply to participate in the programs or activities of the Association for two (2) years

from the date the rejected application was made.

Screening Requirements

16. It is the Association's policy that when an individual is first engaged by the Association:

- a) Level 1 individuals will:
 - i. Complete an Application Form (**Appendix A**)
 - ii. Complete a Screening Disclosure Form (**Appendix B**)
 - iii. Participate in training, orientation, and monitoring as determined by the Association
- 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 the Association
 - 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 the Association
 - 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 the Association. Additionally, the individual will inform the Association of any changes in their circumstances that would alter their original responses in their Screening Disclosure Form.
- e) If the Association 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 the Association's *Discipline and Complaints Policy*.

Young People

17. The Association defines a young person as someone who is younger than 18 years old. When screening young people, the Association 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.

18. Notwithstanding the above, the Association may ask a young person to obtain a VSC or E-PIC if the Association suspects the young person has an adult conviction and therefore has a *criminal record*. In these circumstances, the Association will be clear in its request that it is not asking for the young person's *youth record*. The Association understands that it may not request to see a young person's youth record.

Renewal

19. Unless the Screening Committee 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

20. The Screening Committee 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

21. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at the Association's discretion.

22. 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.

23. Training may include, but is not limited to certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.

24. 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.

25. 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

26. An E-PIC may be obtained online via <http://www.backcheck.net/e-pic.htm>

27. 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.

28. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.

29. The Association understands that it may be required to assist an individual with obtaining a VSC. The Association 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

30. Screening documents must be submitted to the following individual:

Sports Director

Email: nwtspeedskating@gmail.com

31. 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.
32. The Association understands that there may be delays in receiving the results of an E-PIC or a VSC. At its discretion, the Association may permit the individual to participate in the role during the delay. The Association may withdraw this permission at any time and for any reason.
33. The Association 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 Committee will use its expertise and discretion when making decisions based on the screening documents that have been submitted.
34. Following the review of the screening documents, the Screening Committee 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.
35. In making its decision, the Screening Committee will consider the type of offense, date of offense, and relevance of the offense to the position sought.

36. The Screening Committee may decide that an individual has not passed screening if the screening documentation reveals any of the following:

- 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
- 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
 - f. Any offense involving theft or fraud

Conditions and Monitoring

37. Excluding the incidents above which, if revealed, would cause the individual to not pass screening, the Screening Committee 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 Committee may apply and remove conditions at its discretion and will determine the means by which adherence to conditions may be monitored.

Records

38. 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.

39. The records kept by the Association 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 Committee
- f) Records of any discipline applied to any individual by the Association or by another sport organization

RISK MANAGEMENT POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
 - b) *“Individuals”* – refers to all categories of members and/or registrants defined in the Bylaws of the Association, as well as all people employed by, contracted by, or engaged in activities with the Association including, but not limited to, employees, contractors, athletes, coaches, mission staff, chefs de mission, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
 - c) *“Risk”* – The effect of uncertainty on achieving desired outcomes.
 - d) *“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. The Association 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 the Association. In general, the Association 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 the Association

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 the Association and its members against unnecessary litigation
- c) Ensures that the Association is compliant with all applicable laws, regulations, and standards
- d) Improves the quality and relevance of the programs and services that the Association provides to its members, partners, and sponsors
- e) Promotes improved business management and human resource management practices
- f) Enhances the Association's brand, reputation, and image in the community
- g) Overall, enhances the Association's ability to achieve its strategic objectives

Principles

6. The International Standard Association (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 **Sports Director** is the designated Risk Manager for the Association and is responsible for the implementation, maintenance, and communication of this policy. This policy applies to all decisions and activities undertaken on behalf of the Association.

Policy

8. The Association makes the following commitments:
- a) Activities and events undertaken by the Association will incorporate the principles of risk management
 - b) Systematic and explicit steps will be taken to identify, assess, manage, and communicate risks facing the Association in a timely fashion
 - c) Risk mitigation strategies will be reasonable and will reflect the reasonable standard of care in any circumstances (where standard of care is determined by written/published standards, industry practices, established case law precedent, and common sense)
9. The Association 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 consequences 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** is identified, it must be communicated to the Board of Directors (or designate) within 48 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 Board of Directors (or designate) 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 the Association. 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 the Association.

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 the Association 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 the Association 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 the Association 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. The Association 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 the Association will encourage all members to communicate their risk management issues and concerns.

ATHLETE PROTECTION GUIDELINES

Definitions

1. The following terms have the meanings in these Guidelines:

- a) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
- b) *“Person in Authority”* – An Individual who holds a position of authority within the Association including, but not limited to, coaches, managers, support personnel, chaperones, and Directors

Purpose

2. These athlete protection guidelines describe how Persons in Authority can maintain a safe sport environment for athletes.

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

- 3. For interactions between Persons and Authority and Athletes, the Association strongly recommends the ‘Rule of Two’ 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. The Association 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 Association 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, the Association 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, the Association recommends:
 - a) Teams or groups of Athlete 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) Screened parents or other volunteers will be available in situations when two Persons in Authority cannot be present
 - d) 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 room or be alone in a hotel room 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 will be age-appropriate (e.g., within 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, the Association recommends:
 - a) Interactions between Persons in Authority and Athletes should not occur in any room 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 room
 - 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, the Association recommends:
 - a) Photographs and video may only be taken in public view, 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 of any kind in rooms 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
 - d) If any photographs or videos will be used on any form of public media, an Image

Consent Form (**Appendix G**) must be completed before any images are taken and used

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, the Association recommends:
- a) Unless it is otherwise impossible because of serious injury or other justifiable circumstance, a Person in Authority must always clarify with an Athlete where and why any physical contact will occur prior to the contact occurring. The Person in Authority must make clear that he or she is requesting to touch the Athlete and not requiring physical contact
 - b) Infrequent, non-intentional physical contact during a training session is permitted
 - c) Hugs lasting longer than five seconds, cuddling, physical horseplay, and physical contact initiated by the Person in Authority is not permitted. It is recognized that some Athletes may initiate hugging or other physical contact with a Person in Authority for various reasons (e.g., such as celebrating or crying after a poor performance), but this physical contact should always be limited to circumstances where the Person in Authority believes it is in the best interest of the Athlete and when it occurs in an open and observable environment

EXECUTIVE LIMITATIONS POLICY

1. Lawful and ethical operation

The Sport Administrator shall not cause or allow any practice, activity, decision, or organizational circumstance, which is either:

- a) Unlawful;
- b) Imprudent;
- c) In contravention of any act or regulation;
- d) In violation of commonly accepted business and professional ethics;
- e) In violation of NWTASSA's values, By-laws, and regulations.

2. Safe, fair, and respectful conduct

In dealings with members, volunteers, coaches and athletes, the Sport Administrator shall not cause or allow conditions, procedures, or decisions which are unsafe, unfair, disrespectful, undignified, or which fail to provide appropriate confidentiality and privacy.

Accordingly, the Sport Administrator must:

- a) Use application forms or procedures that do not elicit information for which there is no clear necessity;
- b) Use methods of collecting, reviewing, or storing client information that protect against improper access to the information elicited;
- c) Establish with members and clubs a clear understanding of what may be expected and what may not be expected from any service offered;
- d) Provide access to a dispute resolution process for those who believe that they have not been dealt with fairly;
- e) Inform the Board of documented complaints and their nature;
- f) Ensure safe and proper conditions prevail at events of any sort sanctioned by or associated with NWTASSA.

3. Financial and public integrity

The Sport Administrator may not cause or allow jeopardy to fiscal integrity or public image.

Accordingly, the Sport Administrator must:

- a) Create obligations over only such a term for which revenue can be safely projected;
- b) Expend no more than \$1,000 on a specific activity neither corresponding to an expected annual calendar of events, nor pre-approved by the Board;
- c) Use long-term reserves only with prior Board approval;
- d) Settle debts in a timely manner and ensure the collection of accounts receivable in a timely manner;
- e) Make no single purchase or commitment greater than \$5,000 without prior Board authorization;
- f) Not acquire, encumber, nor dispose of real estate;
- g) Operate with appropriate Board-level controls;
- h) Plan in any fiscal year to spend only such funds as are conservatively projected to be received in that period, without explicit Board approval;
- i) Protect property, information and files from loss or significant damage;
- j) Preserve the organization's public image and credibility.
- k) Ensure that the values and goals of the organization are reflected appropriately in all materials for distribution to the media.

4. Board relations

The Sport Administrator shall not permit the Board to be uninformed or unsupported in its work.

Accordingly, the Sport Administrator must:

- a) Submit information requested by the Board in a timely, accurate and understandable fashion, where available;
- b) Advise the Board if, in the Sport Administrator's opinion, the Board is not in compliance with its own policies;
- c) Deal with the Board as a whole except when (i) fulfilling individual requests for information or (ii) responding to officers or committees duly charged by the Board;
- d) Report in a timely manner an actual or anticipated noncompliance with any policy of the Board;
- e) Advise the Board of any changes in the assumptions upon which any Board policy has been previously established;
- f) Conduct an annual survey of the membership and report the results to the Board;
- g) Make available and easily accessible to the public information regarding Board decisions.

5. Member and community relations

The Sport Administrator may not fail to work collaboratively with members and community partners to identify needs and gaps in services offered by NWTASSA to communities of the Northwest Territories.

Accordingly, the Sport Administrator must:

- a) Initiate the development of needed programs and services;
- b) Seek required funding (through grants, proposals, and reporting) and consequently disburse such funding to deliver such programs and services;
- c) Provide advice and guidance to member clubs, athletes, coaches, officials, and volunteers;
- d) Advance awareness of NWTASSA programs and services.

GOVERNANCE POLICY

1. Governing style

The Board will govern with an emphasis on:

- a) Outward vision rather than an internal preoccupation;
- b) Encouragement of diversity in viewpoints;
- c) Strategic leadership more than operational detail;
- d) Clear distinction between Board and administrative roles;
- e) Collective rather than individual decisions;
- f) Future rather than past or present;
- g) Proactivity rather than reactivity.

Accordingly:

- h) The Board, not the Sport Administrator, shall be responsible for excellence in governing;
- i) The Board will direct, control, and inspire the Association and its strategic ambition;
- j) The Board will make only those operational decisions not delegated to the Sport Administrator;
- k) The Board will enforce upon itself the discipline required to govern with excellence and meet the Association's goals and objectives;
- l) The Board will monitor and discuss its own processes and performance.

2. Duties and responsibilities of Directors

Each of the Association's Directors acknowledges and pledges to uphold a range of duties and responsibilities necessary for the Association and its members to thrive, namely:

- a) A **duty of knowledge and care** – to attend each meeting of the Board and arrive prepared, aware of materials relevant to agenda items such as background

documents and policies, understanding of a duty to exercise care and diligence in governing the Association's affairs, and aware of the potential consequences of decisions falling under the Board's jurisdiction;

- b) A **duty of integrity** – to protect the Association's integrity and reputation and abide by the Code of Conduct in all activities undertaken as a Director, whether internally or externally, including the faithful exercise of voting power; accurate and positive representation of the Association in the public sphere; and acting in the Association's best interests in honest, good faith at all times;
- c) A **duty to manage** – establishing policies to direct good governance, complying with legal requirements, measuring, and reviewing the effects and impacts of the Board's decisions over time, and exercising appropriate oversight and support regarding the activities of staff and contractors.

3. Roles of Officers

3.1 THE PRESIDENT

The President assures the integrity of the Board and represents the Board to outside parties.

The President must ensure:

- a) The Board behaves consistently with the Association's values and applicable laws;
- b) Meetings are focused on issues requiring decisions from the Board, not the Sport Administrator, and deliberations are timely, fair, and efficient;
- c) Events requiring Board representation are attended and reported upon where possible;
- d) Staff and contractors are provided with adequate Board supervision and, in turn, provide regular reporting as directed by the Board.

3.2 THE SECRETARY

The Secretary is responsible for the maintenance of a complete and accurate record of the Association's activities.

The Secretary must ensure:

- a) Incorporation documents, By-laws, minutes, policies, reports, and related documents are preserved and made accessible to members where requested and appropriate;
- b) Documentary obligations under the Societies Act are met by the Association;
- c) An electronic archive of Association documents is maintained and made accessible to both Directors and the Sport Administrator.

3.3 THE VICE-PRESIDENT

The Vice-President replaces the President in their absence or inability to perform the functions of that office and ensures the President's duties are carried out, as necessary.

3.4 THE TREASURER

The Treasurer oversees the financial management of the Association and reports both to the Board and members regarding the Association's financial status.

The Treasurer must ensure:

- a) An understanding of the Association's accounts, accounting practices and financial responsibilities is maintained;
- b) Financial reporting obligations under the Societies Act are met by the Association;
- c) Directors and members are adequately informed of the Association's financial status, and the Board is suitably equipped to make decisions related to the Association's finances;
- d) The Sport Administrator's financial activities on behalf of the Association are adequately supervised;
- e) The Association's ability to perform day-to-day transactions, such as the signing of cheques and depositing of income, is maintained;
- f) The Association's *Financial Policy* is followed.

3.5 COACH AND OFFICIALS COORDINATOR

The Coach & Officials Coordinator is responsible for the continued provision of adequate coaching and officiating resource to meet the Association's needs.

The Coordinator must ensure:

- a) The Association is aware of, and implements, practices and programming in accordance with standards developed by the national governing body;
- b) Events sanctioned by or supported by the Association have access to an adequate supply of coaches and officials;
- c) The Sport Administrator's operational plan, to include the availability of regular training and certification opportunities for coaches and officials or those wishing to become coaches and officials, has adequate Board-level oversight.

3.6 CLUB REPRESENTATIVES

Club Representatives on the Board serve to provide a voice for their members in the Association's strategic development.

Club Representatives must:

- a) Accurately summarize and represent the view, or views, of their club's membership with regard to issues and decisions entrusted to the Board;
- b) Act not in self-interest and in a spirit of collaboration with fellow Club Representatives and Directors;
- c) Ensure the Association's programming and operations meet the needs of clubs, athletes, and volunteers throughout the Northwest Territories.

3.7 PAST PRESIDENT

There shall be no official role designated to any past president of the Association at Board level.

4. Board committees

Board committees, when used, help the Board do its job and never interfere with delegation from the Board to the Sport Administrator.

As such, Board committees:

- a) Advise the Board, not the Sport Administrator;
- b) May not speak nor act on the Board's behalf without Board approval;

- c) Report to the Board on a regular basis, as directed by the Board;
- d) May include members of the Association and members of the public alongside Directors, as directed by the Board;
- e) Are governed by terms of reference either set out in the Association's Committee Terms of Reference document or specified by the Board on inception of the committee;
- f) Cease to exist once their task is accomplished, unless stated otherwise in their terms of reference.

5. In camera sessions

The Board may direct that a meeting, or any portion of such, may be "in camera" at its discretion.

Staff and public access to items discussed in camera is restricted. In camera sessions are ordinarily used where disclosure of the discussion may harm an individual or organization, cause a breach of confidentiality, or cause undue financial loss to the Association.

The process is as follows:

- a) A Board motion is made to go in camera and noted in the formal minutes;
- b) Discussion in camera is recorded in a separate document by the Secretary and approved by the Board members present for the discussion;
- c) A Board motion to go out of camera is recorded in the usual, formal minutes of the meeting in progress;
- d) The Sport Administrator, if not present, can now be called in to hear a decision, clarify issues, or respond to questions;
- e) Decisions or motions made as a result of the in camera discussion are recorded in the formal minutes.

6. Complaints

Complaints addressed to a Director or the Board about the Association, its staff, volunteers, or members are to be addressed by the Board as a whole and a response sent by the President, if required, on the Board's behalf.

Complaints about a Director must be brought to the Board's attention and, if necessary, dealt with through an in camera discussion. Complaints about a Director will be handled pursuant to the Association's *Discipline and Complaints Policy*.

7. Expenses

Directors travelling on Board duty shall be eligible for reimbursement of all directly related expenses (as outlined below) for which receipts are provided to the Sport Administrator or Treasurer.

All Board travel for which reimbursement is desired is to be reviewed and approved by the Board prior to travel commencing.

The expenses of family members or others travelling in the same party shall not be reimbursed except with written Board authorization received prior to travel commencing.

7.1 TRAVEL

- a) Flight costs of Directors travelling on official Board duty shall be paid in full, to include one item of hold luggage;
- b) Directors travelling by private car on official Board duty within the NWT shall receive reimbursement at the Private Car Kilometric Rate shown in the most recent Duty Travel Rates list published by the Government of the Northwest Territories at the time receipts are received by the Sport Administrator or Treasurer. The Association's decision regarding the destination-to-destination distance is final;
- c) Directors wishing to travel by private car on official Board duty outside the NWT shall have such a request approved by the Board before travelling, and shall either be reimbursed at (i) the rate of the cheapest economy airfare available between the closest NWT airport and the out-of-territory destination, or (ii) using the Kilometric Rate provided for under section (b), at the Board's discretion;
- d) Directors wishing to travel by rental car on official Board duty shall have such a request approved by the Board before travelling. On approval of such a request, the full cost of a reasonably sized rental car and all reasonable fuel receipts provided shall be reimbursed;

- e) Public transport (bus, rail, metro) costs directly related to Board travel (e.g. for travel from accommodation to an Association-related event) are refundable in full;
- f) Transportation for private purposes while on Board travel (e.g. from accommodation to an unrelated evening meal) is not refundable;
- g) Costs incurred through the rearrangement of travel plans (e.g. rebooking flights following a missed flight or bad weather) are refundable only with Board approval on provision of relevant receipts and an explanatory note from the individual travelling.

7.2 ACCOMMODATION

- a) Reasonable hotel costs for Directors travelling more than 50 km from their home community on official Board duty and requiring an overnight stay shall be paid in full;
- b) Choice of hotel and rate rests entirely with the Sport Administrator and Treasurer. Hotels booked by an individual without prior consultation with the Sport Administrator and/or Treasurer may not be reimbursed in full or at all;
- c) Directors staying with family or friends in private accommodation while travelling on Board duty shall be entitled to a \$35/day accommodation allowance if requested;
- d) Costs incurred through the rearrangement of travel plans (e.g. booking an additional hotel night following a missed flight or bad weather) are refundable only with Board approval on provision of relevant receipts and an explanatory note from the individual travelling.

7.3 FOOD AND INCIDENTAL EXPENSES

- a) The cost of meals, to a total not exceeding \$90 per day of Board-related travel or duty, shall be reimbursed in full on provision of receipts;
- b) The cost of incidentals, to a total not exceeding \$20 per day of Board-related travel or duty, shall be reimbursed in full on provision of receipts.

7.4 OTHER EXPENSES

- a) Directors wishing to claim other expenses regarding Board-related travel, such as registration fees or stationery costs, must apply to the Association through the

Sport Administrator and/or Treasurer with receipts and an explanatory note from the individual travelling.

ATHLETE & COACH SELECTION POLICY

1. Selection Policy

This document sets out the process used by Speed Skating NWT (the “Association”) to select athletes and coaches for major events – Arctic Winter Games, Canada Winter Games, Canadian Youth Short Track Championships - West, and other events as chosen at the discretion of the Association.

Athletes, coaches, parents, and volunteers are asked to abide by all elements of this policy. However, if circumstances arise which make this impossible, please see Section 8.

2. Principles of Selection

The Association will select athletes in accordance with the Technical Package issued for each event, which governs the age categories and number of athlete berths available to the Association.

The Association will select coaches in accordance with the Technical Package issued for each event, which governs the gender, certification prerequisites, and number of coach berths available to the Association.

The Association will seek gender equality in its selection of coaches for events wherever possible.

3. Athlete Eligibility

Athlete eligibility is governed by the Technical Package of each event and, where applicable, the relevant Team NT Handbook.

In addition to the provisions of the Technical Package and Handbook, the Association mandates that all selected athletes must:

- be Canadian citizens or permanent residents, or eligible for and able to demonstrate active pursuit of Canadian citizenship;
- have been continuously resident in the Northwest Territories for at least six months prior to the start of the event for which they are selected; or
- if attending school or otherwise temporarily resident outside the NWT, be able to demonstrate to the Association’s satisfaction that the territory remains their home residence;

- be members in good standing with the Association and registered with a speed skating program directly affiliated to the Association and Speed Skating Canada (or, if in a community where no such program exists, be able to demonstrate adherence to a regular training program and access to schedule ice sessions);
- agree to be bound by the Association’s Code of Conduct and any other applicable (e.g., Team NT) code of conduct;
- provide, and wear, all regulation equipment;
- once selected, maintain attendance at regular training sessions and meet fitness standards expected of athletes representing the Northwest Territories.

4. Selection Process: Athletes

4.1 Arctic Winter Games

All eligible athletes seeking selection to Team NT in short track speed skating for the Arctic Winter Games must participate in the Association’s Territorial Trials.

Territorial Trials shall involve AWG competition distance events according to the provisions of the relevant Technical Package.

Territorial Trials are held on dates specified by Sport North in the three months prior to each Arctic Winter Games.

Athletes receive points for each distance in accordance with the Association’s points system:

| | | | |
|---------------------------|---------------------------|---------------------------|--------------------------|
| 1st 250 | 8th 35 | 15th 12 | 22nd 4 |
| 2nd 175 | 9th 30 | 16th 10 | 23rd 3 |
| 3rd 125 | 10th 25 | 17th 9 | 24th 2 |
| 4th 75 | 11th 20 | 18th 8 | 25th 1 |
| 5th 60 | 12th 18 | 19th 7 | Others 1 |

| | | | | | |
|-----------------|-----------|------------------|-----------|------------------|----------|
| 6 th | 50 | 13 th | 16 | 20 th | 6 |
| 7 th | 40 | 14 th | 14 | 21 st | 5 |

The top four ranked eligible athletes in each category under this points system, once all races are completed and overall points tallied, shall be selected by the Association for the Arctic Winter Games.

If any two or more athletes are tied, a tie-breaking contest over a medium distance shall be held at Territorial Trials as follows (subject to amendment by the Association should age categories at the Arctic Winter Games change):

Juvenile – 400m pursuit (100m track)

Junior – 777m pursuit (111m track)

The results of the tie-breaking contest shall be used to fill the available selection berth(s) by advancing athletes in finishing order, fastest first, until such time as the team is complete.

If any top-four ranked athlete withdraws from selection for any reason, the next-ranked athlete shall be advanced to the Arctic Winter Games.

If there are four or fewer eligible and qualified athletes in a category, the Association may automatically advance those athletes to the Arctic Winter Games and provide an alternate speed skating event in place of Territorial Trials for that category.

Alternate athletes in each category are, in order, those next-ranked athletes outside the top four selected athletes.

4.2 Canada Winter Games

To be eligible for selection to the Canada Winter Games training group, athletes must be skating within 125% of the Canada Winter Games record in two distances by May 1 of the year preceding the Games.

Athletes wishing to be considered for selection must sign a commitment form regarding training, to be issued by the Association and returned to the team manager prior to May 1 of the year preceding the Games. An event-specific training group will be subsequently formed.

Members of the Canada Winter Games training group must participate fully in all elements of training as directed by their coaching staff, such as training logs, strength and conditioning, and travel to sanctioned events. Exceptions related to unforeseen circumstances will be considered on a case-by-case basis.

To be eligible for selection to the Canada Winter Games team, athletes in the training group must skate within 120% of the Canada Winter Games record in at least two distances prior to December 31 of the year preceding the Games.

Performances reaching that target must have been achieved between July 1 and December 31 of the year preceding the Games, during official competitions or time trials, and the results obtained must be based on the average of three watches.

The Association will identify a maximum of four opportunities for athletes to achieve a target performance during the same time period. If an athlete misses any such opportunity through illness, injury, or other unforeseen circumstance, the Association may identify an alternative opportunity but is not obliged to do so.

Athletes must also maintain 80% attendance at on-ice and off-ice training sessions scheduled or approved by the coaching staff, between May 1 of the year preceding the Games and the beginning of the Games. Athletes who do not maintain 80% attendance and are unable to provide a satisfactory explanation will be removed from the training group or team.

The Association will name its Canada Winter Games team from members of the training group by the end of December 31 of the year preceding the Games. Members and configurations of the relay teams will be the decision of the coach.

Athletes who have demonstrated sufficient commitment to the training group, achieved attendance standards, and met the required time standards outlined in the Target Performances document, will then be ranked for selection to the Canada Winter Games team.

Ranking of athletes is based on the sum of each skater's best times achieved during the performance window outlined above in the first three Canada Winter Games distance.

Athletes ranked from first to fifth will be offered positions on the team. Ties for the fifth place will be decided through an independent three-person panel appointed by the Association. The panel has the authority to break the tie based on an athlete's record of dedication to the sport and to training group activities and/or disciplinary record, or to establish a one-off race or series of races to break the tie. Panel members shall be free

from actual or perceived conflict of interest with regard to athletes participating in the tie-breaking process. The decision of the panel is final.

4.3 Canadian Youth Short Track Championships - West

The Association's selection process for this event (abbreviated as CanWest) follows the eligibility criteria established in Speed Skating Canada's Competitions Bulletin issued the summer prior to each edition of CanWest, which serves as a Technical Package for the event.

The Competitions Bulletin establishes age and gender categories for CanWest alongside the number of skaters the Association may enter for the event.

Athletes must indicate to the selected coach their intention to be considered for CanWest selection by December 1 of the year preceding the event. In stating this intention, athletes pledge their availability for the duration of the event and commit to attending all training and competitive sessions mandated by their coach in preparation.

To qualify for selection, athletes must achieve times within 120% of the previous CanWest edition's fastest times in both one short distance and the 1500m distance by the end of February 1 in the present season. The Association will publicize a list of the previous CanWest edition's fastest times for ease of understanding and clarity.

Should more than one athlete qualify in any given category, athletes will be ranked and selected according to best times for the season in progress. Times must be achieved using the average from a minimum of three watches.

Athletes will be named to the CanWest team in order of the sum of their best times in each of the 200m, 400m and 1500m for the season in progress as achieved by the end of February 1, until the Association's allotted berths in each category are filled.

In the event of a withdrawal once selection is completed, the next-ranked skater in any given category shall serve as an alternate, subject to all other eligibility requirements being met.

Should additional berths be awarded to the Association, next-ranked athletes will be considered for selection subject to coach recommendation and all other eligibility requirements being met.

Athletes may not move up an age category at CanWest.

4.4 Applicable to all selection processes

If Technical Package regulations allow (with the exception of CanWest selection, see Section 4.3), vacancies in one age category may be filled by an athlete from the immediately preceding age category, provided that such an athlete has fulfilled all selection criteria for their initial age group. In taking such a decision, the Association shall consider safety, athlete maturity, emotional ability to skate with older skaters, competitive nature, focus on and commitment to speed skating, and the ability to be away from home. The decision to advance a skater up one age category must be made prior to selection being finalized for their initial age category.

Athletes selected to Team NT are expected to participate in all events mandated by the Association from the date of selection until completion of their major event, including the NWT Championships. Exemptions may be requested for exceptional circumstances, such as injury or illness, on a case-by-case basis following the procedure outlined in Section 8.

If unforeseen circumstances prevent the implementation of a selection process as outlined in this document, the Association reserves the right to identify and administer an alternative process or selection timeline. In this event, all candidates must be notified of any changes in a timely manner.

All athlete selections are subject to ratification by the Association prior to selections being finalized for any event.

5. Selection Process: Coaches and Managers

The Association has authority to select all coaches and managers for major events.

Coach and manager selections takes place in accordance with the principles laid out in this policy and the technical detail set out in the relevant Technical Package for the event. The Technical Package defines the number of coaches and managers to be selected, qualifications required of any coach or manager, and event-specific eligibility criteria.

Coaches and managers must:

- be Canadian citizens or permanent residents, or eligible for and able to demonstrate active pursuit of Canadian citizenship;
- have been continuously resident in the Northwest Territories for at least six months prior to the start of the event for which they are selected; or

- if attending school or otherwise temporarily resident outside the NWT, be able to demonstrate to the Association’s satisfaction that the territory remains their home residence;
- be members in good standing with the Association;
- agree to be bound by the Association’s Code of Conduct and any other applicable (e.g., Team NT) code of conduct;
- once selected, hold regular training sessions, and maintain communication with athletes representing the Northwest Territories.

Prior to the start of the athlete selection process for any event, the Association shall initiate a coach and manager selection process by publishing a Call for Coaches and Managers.

The Call for Coaches and Managers will be made as early in the season as possible after the Association has received and approved qualified races for the upcoming season. Applications by coaches and managers must be received a minimum of a month in advance of a qualified race. Appointments for each event will be announced as soon as possible after the call has closed. If there is an event that falls prior to these deadlines or was not on the original “qualified races” list, the Association may approve it and proceed with coach/manager selection as a single event. The same “call for coach/manager” process will apply for these events as well.

If a selected coach/manager cannot attend their event for unforeseen reasons, and there is not an adequate second application, the call for coach/manager process must be started again, time permitting. If there is not adequate time, then the Association holds the right to appoint an appropriate substitution.

The Call for Coaches and Managers will:

- set out any event-specific requirements as documented in the relevant Technical Package;
- list any other requirements of applicants, including:
 - Have a valid driver’s licence;
 - Have submitted an up-to-date Criminal Records Check;
 - Adhere to the policies and procedures of Speed Skating NWT;
 - Adhere to the Speed Skate Canada (SSC) Coaching Code of Conduct;

- Meet SSC coaching certification standards for the level of the meet or obtain the appropriate training exemption; and,
- specify an email address to which applications must be sent or online application form;
- set an appropriate deadline (at least two weeks after the publication date) by which applications must be received.

If no Technical Package exists, or if the Technical Package does not specify required coaching certification for a given event, the Association reserves the right to set specific requirements for its coaches and managers – to be documented in its Call for Coaches and Managers.

Applications will be considered by the Association subject to the provisions of Section 6 below, and coaches/managers will be selected according to the following criteria:

- Speed skating qualifications achieved to date;
- Experience as a coach, manager and/or athlete;
- Active involvement with speed skating in the NWT;
- Fulfilment of all eligibility criteria in this policy and the event-specific Technical Package;
- Other criteria as set out in any event-specific application process.

The Association reserves the right to select coaches or managers from outside the pool of applicants. If the Association is unable to fulfil gender-specific criteria from an available pool of applicants, a chaperone may be substituted according to event-specific Technical Package rules.

The Association may remove coaches or managers if, in its estimation, the coach or manager is not sufficiently assisting in the preparation of athletes for an event, or other legitimate reasons exist for such a removal.

6. Selectors

The Association's selected coaches shall, ordinarily, hold responsibility for the administration of the pre-event selection process and subsequent selection of athletes according to the provisions of this policy.

If necessary, the selected coaches may request assistance or clarification from the Association at any stage of the selection process.

Selectors must be free from actual or perceived conflict of interest. Parents of athletes, or other individuals deemed by the Association to have a special interest in any selection process, may not have involvement in the selection process and the Association shall appoint a replacement selector drawn from its membership in such instances.

Selection of coaches shall be the responsibility of the Association, minus any Board Members considered to possess an actual or perceived conflict as outlined above. If necessary, the Association's Sport Director shall appoint replacement selectors drawn from the membership to ensure a panel of at least three coach selectors.

7. Removal

Athletes and coaches may be removed from any stage of a selection process if they:

- fail to maintain their eligibility;
- fail to attend mandated events or maintain an acceptable standard of physical fitness once selected;
- exhibit conduct detrimental to the Association;
- are no longer able to train or compete owing to illness, injury, or other medical reasons.

In such circumstances, an alternate athlete may be advanced as a replacement provided they continue to meet all eligibility criteria.

8. Appeals

Appeals can be submitted per the *Appeal Policy*.

9. Exceptional Circumstances

Athletes seeking an exception to any element of this policy should apply in writing (by email) to the Association through the President or Sport Director, outlining their reasons for seeking an exception and providing all necessary context. In addition, a letter of support from a coach should be supplied.

Requests are considered on a case-by-case basis and should be received a minimum of four weeks before any event or deadline to which they relate where possible.

On receipt of a request, the Association will appoint a three-person panel to rule on the request's validity. No member of the panel shall be related to athlete or coach involved in the circumstances being considered, nor shall they have held any position of authority related to the request.

Within three days of such a panel being appointed, that panel will meet in person or by teleconference. At the panel's request, an athlete requesting an exception and/or their parent/guardian may be asked to present their case.

The panel reviews the request and, within three days of meeting, will either:

- Uphold the request and supply appropriate action to be followed by the Association; or
- Reject the request.

Decisions of the panel are final.

TRAVEL FUNDING POLICY

1. Purpose

This policy explains how the NWT Amateur Speed Skating Association (NWTASSA) will fund athletes and coaches travelling to speed skating events on behalf of the NWTASSA.

All financial contributions are made on a first come, first serve basis while considering budget allocation remains for any given season. Once budget allocation is exhausted, NWTASSA may reduce or eliminate the following subsidies and will warn athletes accordingly on receipt of applications.

To be sure of receiving financial assistance, athletes should advise NWTASSA of their intention to travel at the beginning of each skating season and provide travel receipts no later than one calendar month prior to the event. NWTASSA will consider exceptional circumstances on a case-by-case basis via application to the Sport Director.

2. Eligible Events

Events covered by this policy shall be those listed in the Competitions Calendar, as approved by the NWTASSA Board at the start of each season.

Athletes attending eligible events have funding priority on a first come, first serve basis. Athletes desiring funding subsidies for other events must apply through their Club to NWTASSA's Sport Director for consideration by NWTASSA on a case-by-case basis. The decision of the NWTASSA Board is final and is not subject to appeal.

In the absence of a Competitions Calendar, the list below shall apply for the purposes of this policy:

High Performance Events

Events at which NWTASSA is represented nationally by high-performance competitive skaters

- Representation at National Events
 - Canada Cup Series
 - CC 1, 2, Final or Junior Final
 - 1 guaranteed spot per territory/province per gender for CC 1 & 2 if the skater meets minimum time standard.

- Ranking in CC2 determines qualification for CC Final and CC Junior Final
- Canadian Junior Championships (Ranking at CC1 + 2 spots/gender for highest national time ranking)
- Canadian Championships (national ranking from previous year / NextGen status)
- Canadian International Invitational (national ranking)

Performance Events

Events at which NWTASSA is represented by competitive skaters working toward high-performance goals

- Western Elite Circuit
 - WEC 1,2,3
 - Olympic Oval Single Distance
- Team NT (spots guaranteed for NWT participants)
 - Arctic Winter Games Territorial Trials*
 - Arctic Winter Games* (up to 4 skaters per gender)
 - Canada Winter Games* (up to 5 skaters per gender)
 - Canadian Youth Short Track Championships – West* (up to 8 skaters per gender - 2 per age year)

**For asterisked events, some or all costs are ordinarily covered by Team NT. This policy only applies should funding through Team NT be unavailable. NWTASSA will publish an advisory should this be the case.*

Development Events

Events at which NWTASSA is represented by developing skaters, who may or may not be competitive against the majority of the field at this stage

- Edmonton Fall Classic

- Yellowknife Ability Meet
- RU Fast
- NWT Championships
- Peace Wapiti Ability Meet

The listing or absence of an event in a given season's published Competitions Calendar shall always take precedence over the above list.

3. Funding Criteria

Athletes desiring funding subsidies to attend events must apply through their Club to NWTASSA's Sport Director, for consideration by NWTASSA on a case-by-case basis. The decision of the NWTASSA Board is final and not subject to appeal. All financial contributions are made on a first come, first serve basis while considering budget allocation remains for any given season. Once budget allocation is exhausted, NWTASSA may reduce or eliminate the following subsidies and will warn athletes accordingly on receipt of applications.

Athletes requesting financial support for **High Performance Events** must satisfy the following criteria to qualify:

Athlete meets qualification criteria for identified event:

- a) National events: prequalifies or qualifies by time and national ranking.

Coach / Club recommendation:

- a) Has demonstrated commitment to training and to the sport of speed skating, to the satisfaction of both the club coach and NWTASSA;
- b) Adherence to NWTASSA's Code of Conduct.

Athletes requesting financial support for **Performance Events** must satisfy the following criteria to qualify:

Athlete meets qualification criteria for identified event:

- a) WEC / Single Distance: Achieves the minimum time standard as set by the Event
- b) TEAM NT (AWG, CWG, Canada Youth West): Athlete meets the NWTASSA criteria as laid out in the Athlete Selection Policy.

Coach / Club recommendation:

- c) Recommendation from club coach indicating the meet is suitable for the skater;
- d) Has demonstrated commitment to training and to the sport of speed skating, to the satisfaction of both the club coach and NWTASSA;
- e) Adherence to NWTASSA's Code of Conduct.

Athletes requesting financial support for **Development Events** must satisfy the following criteria to qualify:

- a) Recommendation from club coach indicating the meet is suitable for the skater;
- b) Demonstrated commitment to training and to the sport of speed skating, to the satisfaction of both the club coach and NWTASSA;
- c) Adherence to NWTASSA's Code of Conduct.

4. Financial Support for Athletes

All financial contributions are made on a first come, first serve basis while considering budget allocation remains for any given season. Once budget allocation is exhausted, NWTASSA may reduce or eliminate the subsidies and will warn athletes accordingly on receipt of applications.

NWTASSA shall publish, at the start of each season, a Financial Support Guide showing the guideline rates available per skater, per event, taking into account:

- a) Community from which skater is travelling;
- b) Whether travel is within the NWT or out-of-territory;
- c) Whether the event is High Performance, Performance or Development.

In the absence of a Financial Support Guide, and subject to adequate funding being available at NWTASSA's sole discretion, the following guideline rates shall apply:

i. High Performance Events

Travel to high performance events by athletes will be considered on a case-by-case basis by the NWTASSA upon receipt of a proposal.

ii. Performance & Development Events

Athletes may apply for up to two events per season. All athletes must attend the NWT Championships in the Competitions Calendar for a given season to be eligible for funding support related to performance or development events taking place elsewhere. Failure to attend the NWT Championships may affect future funding. NWTASSA will consider exceptional circumstances on a case-by-case basis via application to the Sport Director for consideration by the NWTASSA.

Athletes desiring funding subsidies for additional events must apply through their Club to NWTASSA's Sport Director, for consideration by NWTASSA on a case-by-case basis. The decision of the NWTASSA Board is final and not subject to appeal.

Travel

Flights

For travel by air, athletes traveling to Yellowknife shall be reimbursed up to a maximum of 75% of the ticket cost. Receipts must be provided.

For travel by air, athletes traveling from Yellowknife to southern events shall be reimbursed up to a maximum of 25% of the ticket cost. Receipts must be provided.

Driving

For travel by road, athletes shall be entitled to reimbursement at the GNWT travel duty individual kilometric rate posted at the time of their claim. See: <https://my.hr.gov.nt.ca/employee-services/travel/duty-travel/duty-travel-rates>

Event Registration

Athletes are responsible for the payment of their own registration fees.

To be sure of receiving financial assistance, athletes should advise NWTASSA of their intention to travel at the beginning of each skating season and provide travel receipts no later than one calendar month prior to the event. NWTASSA will consider exceptional circumstances on a case-by-case basis via application to the Sport Director.

Subsidies provided to athletes under the above (or any alternative published) Financial Support Guide are inclusive of contributions toward travel, accommodation, event registration, and meals. Once a subsidy for a specific event has been awarded under this policy, no further subsidy from NWTASSA related to that event is available.

5. Financial Support for Coaches

All financial contributions are made on a first come, first serve basis while considering budget allocation remains for any given season. Once budget allocation is exhausted, NWTASSA may reduce or eliminate the following subsidies and will warn coaches accordingly on receipt of applications.

NWTASSA will fund, in full, the cost of travel and accommodation for coaches taking NWT athletes to any Eligible Event. For travel by road, coaches shall be entitled to reimbursement at the GNWT travel duty individual kilometric rate posted at the time of their claim. See: <https://my.hr.gov.nt.ca/employee-services/travel/duty-travel/duty-travel-rates>

Coaches/chaperones covered by this policy shall be chosen for each event, as approved by the NWTASSA Board at the start of each season. In the absence of a selected coaches list, coaches should advise NWTASSA of their intention to travel no later than one calendar month prior to an event. NWTASSA will consider exceptional circumstances on a case-by-case basis via application to the Sport Director.

NWTASSA will cover the costs of up to two coaches (or one coach and one chaperone or team manager). Where more than 12 athletes are travelling, NWTASSA will cover the costs of up to three coaches, chaperones, or team managers. At all times, one funded coach must be certified to the level required by the event.

In the event that an event mandates a preset number of coaching staff (e.g. coach and assistant coach, or coach and team manager), NWTASSA will fully fund the mandated number of positions regardless of the number of athletes travelling.

Where more coaches apply for funding than are covered by this policy for a given event, NWTASSA shall assess applications and award funding according to:

- Coaching experience and certification
- Years of active speed skating coaching in the NWT
- Specific circumstances outlined in any application

Any decision of NWTASSA regarding allocation of funding shall be final. NWTASSA will consider exceptional circumstances on a case-by-case basis via application to the Sport Director.

Coach expenses at Arctic Winter Games and Canada Winter Games are the responsibility of Team NT.

6. Financial Support for Officials & Other Members

Requests for financial support related to NWT-based officials and other members travelling on speed skating business should be directed to the Sport Director, for consideration by NWTASSA on a case-by-case basis. Funding awards may vary according to financial resources available.

7. Review of Policy

This policy will be reviewed two years from the date of approval and every five years following.

CONFLICT OF INTEREST POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
 - b) *“Conflict of Interest”* – Any situation in which a Representative’s decision-making, which should always be in the best interests of the Association, is influenced or could be influenced by personal, family, financial, business, or other private interests
 - c) *“Non-Pecuniary Interest”* – An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss
 - d) *“Pecuniary Interest”* – An interest that an individual 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
 - e) *“Representatives”* – Individuals employed by, or engaged in activities on behalf of, the Association including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the Association

Background

2. Individuals who act on behalf of a not-for-profit organization have a duty first to that organization and second to any personal stake they have in the operations of the organization. Representatives must not put themselves in positions where making a decision on behalf of the Association is connected to their own personal interests. That would be a conflict of interest situation.

Purpose

3. The Association strives to reduce and eliminate nearly all instances of conflict of interest at the Association – 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 the Association, shall always be resolved in favour of the Association.

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 Association, unless such business, transaction, or other interest is properly disclosed to the Association and approved by the Association
- 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 Association, 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 Association, or in which they have an advantage or appear to have an advantage on the basis of their association with the Association
- f) Without the permission of the Association, use the Association's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the Association
- g) Place themselves in positions where they could, by virtue of being a Representative of the Association, 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 the Association

Disclosure of Conflict of Interest

- 7. On an annual basis, all the Association's Directors and candidates for election to the Board, Officers, Employees, and Committee Members will complete a **Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the Association.
- 8. Immediately upon becoming aware that a conflict of interest may exist, all Representatives must disclose any real or perceived conflict of interest as follows:
 - a) Directors, Officers, Committee Members, candidates for election to the Board, and the senior staff person (when employed) must disclose real and perceived conflicts of interest to the Board
 - b) Employees must disclose real and perceived conflicts of interest to the senior staff person or, in the absence of a senior staff person position, to the Board
 - c) Coaches, volunteers, managers, and other Representatives must disclose real and perceived conflicts of interest to their immediate supervisor (e.g., team manager, staff person, other volunteer, etc., as applicable)
- 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 the Association 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 Association

11. For potential conflicts of interest involving employees, the Association'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 Association 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 Association 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 Association's Board who will decide appropriate measures to eliminate the potential or existing 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 Association
- 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 Association to be addressed under the Association's *Discipline and Complaints Policy*.

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

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 the Association collects, uses, safeguards, discloses, and disposes of personal information, and states the Association's commitment to collecting, using, and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and the Association'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 the Association to collect, use or disclose personal information.
3. Definitions – The following terms have these meanings in this Policy:
 - a) "*Association*" – the Northwest Territories Amateur Speed Skating Association (NWTASSA)"
 - b) "*Act*" – *Personal Information Protection and Electronics Documents Act* ("PIPEDA")
 - c) "*Commercial Activity*" – Any particular transaction, act or conduct that is of a commercial character.
 - d) "*Individuals*" – Individuals employed by, or engaged in activities with, the Association including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, medical and paramedical personnel, and Directors and Officers of the Association
 - e) "*IP Address*" – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
 - f) "*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

Application of this Policy

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

Obligations

6. Statutory Obligations – The Association is governed by *Act* in matters involving the collection, use and disclosure of personal information.
7. Additional Obligations – In addition to fulfilling all requirements of the *Act*, the Association and its Representatives will also fulfill the additional requirements of this Policy. Representatives of the Association 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 the Association; or
 - e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of Personal Information.

Accountability

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

Sports Director

Email: nwtspeedskating@gmail.com

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 the Association’s privacy policies and practices.

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

Identifying Purposes

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

- a) Receiving communications from the Association 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 the Association’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 the Association 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 the Association website, displays or posters;
- o) Publishing, or providing to Speed Skating Canada for publication, any discipline or appeal decision, or sanction, involving the Individual;
- p) Determination of membership demographics and program wants and needs;
- q) Managing payroll, health benefits, insurance claims and insurance investigations; and
- r) Posting images, likeness, or other identifiable attributes to promote the Association on its website, displays or posters.

12. Purposes not Identified – The Association 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 – The Association shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. The Association may collect personal information without consent where reasonable to do so and where permitted by law.

14. Implied Consent – By providing personal information to the Association, 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. The Association 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 – The Association 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/territorial law;
- c) The information is for journalistic, artistic, or literary purposes; or
- d) The information is publicly available as specified in the Act.

18. Exceptions for Use – The Association may use personal information without the individual’s knowledge or consent only:

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

19. Exceptions for Disclosure – The Association may disclose personal information without the individual’s knowledge or consent only:

- a) To a lawyer representing the Association;
- b) To collect a debt the individual owes to the Association;
- 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, territorial, 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 territorial law;
- e) To an investigative body named in the Act or government institution on the Association's initiative when the Association believes the information concerns a breach of an agreement, or a contravention of a federal, territorial, 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 territorial law;
- g) In an emergency threatening an individual's life, health, or security (the Association 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 – The Association 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 the Association, 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 – The Association 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 – The Association 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, the Association will keep records of the breach and inform affected individuals.

Individual Access

27. Access – Upon written request, and with assistance from the Association, 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, the Association shall inform the individual the reasons for the refusal and the associated provisions of the Act.

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

Challenging Compliance

32. Challenges – An individual shall be able to challenge compliance with this Policy and the Act to the designated individual accountable for compliance.

33. Procedures – Upon receipt of a complaint the Association 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 the Association's 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 the Association; 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 – The Association shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, trainer, contractor, and other decision-maker within the Association 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 the Association has contravened or is about to contravene the Act;
- b) Has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene the Act; or
- c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the Act.

IP Address

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

Applicable Law

36. Applicable Law – The Association website is created and controlled by the Association in the Northwest Territories. As such, the laws of the Northwest Territories shall govern these disclaimers, terms, and conditions.

Consent

The Association will include the following paragraph (or a variation) whenever Personal Information is being collected:

1. I authorize the Association to collect and use personal information about me for the purposes described in the *Privacy Policy*.
2. In addition to the purposes described in the *Privacy Policy*, I authorize the Association to:
 - a) Distribute my information to Speed Skating Canada
 - b) Photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes
3. I understand that I may withdraw such consent at any time by contacting the Association's Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

Website Disclaimer

The Association will include the following copyright and legal disclaimer (or similar statements) in the applicable section on the Association's website:

Website – The Association website is a product of the Association. The information on the website is provided as a resource to those interested in the Association. The Association disclaims any representation or warranty, express or implied, concerning the accuracy, completeness, or fitness for a particular purpose of the information. Persons accessing this information assume full responsibility for the use of the information and understand and agree that the Association is not responsible or liable for any claim, loss or damage arising from the use of this information. Reference to specific products, processes or services does not constitute or imply recommendation or endorsement by the Association. The Association also reserves the right to make changes at any time without notice.

Outside Links – Links made available through the website may allow you to leave the Association site. Please be aware that the internet sites available through these links are not under the control of the Association. Therefore, the Association does not make

any representation to you about these sites or the materials available there. The Association is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. The Association is not responsible for privacy practices employed by other companies or websites.

TRANS INCLUSION POLICY

Guiding Principles

1. The Association supports the recommendations outlined in *Creating Inclusive Environments for Trans Participants in Canadian Sport*, the guidance document developed by the Trans Inclusion in Sport Expert Working Group and published by the Canadian Centre for Ethics in Sport (CCES). The Association adopts the best practices outlined in the document and has used the four Policy Guidance statements in the development of this *Trans Inclusion Policy*. The Policy Guidance statements are:
 - a) Individuals participating in development and recreational sport (LTAD stages Active Start, FUNdamental, Learn to Train, Train to Train, Train to Compete (until international federation rules apply) and Active for Life) should be able to participate in the gender with which they identify and not be subject to requirements for disclosure of personal information beyond those required of cisgender athletes. Nor should there be any requirement for hormonal therapy or surgery
 - b) Hormone therapy should not be required for an individual to participate in high-performance sport (LTAD stages Train to Compete (once international federation rules become a factor) and Train to Win) in the gender category that is consistent with their gender identity, unless the sport organization can prove that hormone therapy is a reasonable and bona fide requirement
 - c) Individuals should not be required to disclose their trans identity or history to the sport organization in order to participate in high-performance sport (LTAD stages Train to Compete (once international federation rules become a factor) and Train to Win) unless there is a justified reason requiring them to do so.
 - d) Surgical intervention should not be required for an individual to participate in high-performance sport (LTAD stages Train to Compete (once international federation rules become a factor) and Train to Win) in the gender category that is consistent with their gender identity

Definitions

2. The following terms have these meanings in this document:
 - a) “*Association*” – the Northwest Territories Amateur Speed Skating Association (NWTASSA)

- b) *“Cisgender”* – A term to describe a person whose gender identity corresponds with their birth-assigned sex (e.g., someone whose gender identity is male and was assigned male at birth)
- c) *“Gender”* – The socially constructed roles, behaviours, activities, and attributes that a society assigns to masculinity or femininity
- d) *“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
- e) *“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
- f) *“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
- g) *“Intersex”* – Refers to a combination of features that distinguish male and female anatomy
- h) *“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
- i) *“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).
- j) *“Transgender Female”* – Someone who was assigned the male sex at birth, but whose gender identity is female
- k) *“Transgender Male”* – Someone who was assigned female sex at birth, but whose gender identity is male

Purpose

3. The Association believes that all individuals deserve respectful and inclusive environments for participation that value the individual's gender identity and gender expression. The Association wants 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 staff of the Association, Directors and club members and provide education on the importance of trans inclusion and what this entails in terms of practices, policies, procedures, and norms of behaviour.
 - b) Provide registration forms and other documents that allow:
 - i. the individual to indicate their gender identity and expression, rather than their sex or gender; and
 - ii. the individual to abstain from indicating a gender identity with no consequence to the individual
 - iii. the individual to indicate their preferred pronoun
 - iv. the individual to indicate their preferred name
 - c) Maintain organizational documents and the Association's website in a manner that promotes inclusive language and images
 - d) Refer to individuals by their preferred name and pronoun
 - e) Work with trans athletes on the implementation, monitoring 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 permit individuals to use the facilities of their gender identity
 - g) Ensure uniforms and dress codes that respect an individual's gender identity and gender expression

- h) Determine Eligibility Guidelines for transgender participants (as described in this Policy)

Eligibility Guidelines – Exceptions

- 5. When applicable, the eligibility guidelines of the international federation, and/or any major Games regarding trans 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, the Expert Working Group felt that trans athletes should be able to participate in the gender with which they identify, regardless of whether or not they have 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, an individual may participate in their expressed and identified gender category.
- 8. Individuals are not required to disclose their trans identity or history to the Association or any of the Association’s representatives (e.g., coaches, staff, Directors, officials, etc.).
- 9. All athletes must be aware that they may be subject to doping control testing pursuant to the Canadian Anti-Doping Program. Trans 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 Therapeutic Use Exemption (TUE).

Confidentiality

- 10. The Association will not disclose to outside parties any documentation or information about an individual’s gender identity and expression. A trans individual’s privacy and confidentiality will be respected.

Ongoing Monitoring

11. The Association commits to monitoring ongoing developments regarding national and international participation guidelines for trans athletes and pledges to monitor the implementation, review and/or revise this Policy whenever new information becomes available.

Resolving Gender Identity and Expression Issues

12. Should an individual 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 individual not feel safe in doing so, they should seek assistance from the Association's Chief Executive Officer for advice and support or action on their behalf.

Appeal

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

Resources:

Canadian Association for the Advancement of Women and Sport and Physical Activity (CAAWS) (2017 Second Edition). *Leading the Way: Working with LGBT Athletes and Coaches. A Practical Resource for Coaches*. Access at:

<http://www.caaws.ca/e/wp-content/uploads/2017/05/LeadingTheWay-v2017.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/pdf/cces-paper-sportintransition-e.pdf>

Canadian Centre for Ethics in Sport (CCES) (2016). *Creating Inclusive Environments for Trans Participants in Canadian Sport - Guidance for Sport Associations*. Access at:

<http://cces.ca/sites/default/files/content/docs/pdf/cces-transinclusionpolicyguidance-e.pdf>

TRAVEL POLICY

Purpose

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

Application of this Policy

2. Specific individuals have responsibilities when teams travel outside of the territory. 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 F**.

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 the NWTASSA
- i) Adhere to the Association's policies and procedures, particularly the *Code of Conduct*
- j) If travelling outside of Canada, 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 from among the other parents in attendance. The chaperone may not be a team coach, assistant coach, or manager
- 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) If travelling outside of Canada, 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 the NWTASSA
- 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 the NWTASSA'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 the NWTASSA any incident likely to bring discredit to the Association
- 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 the Association for further disciplinary action, if applicable, under the *Discipline and Complaints Policy*
- f) Adhere to the Association's policies and procedures, particularly the *Code of Conduct and Ethics*

8. Team/Event Managers 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 the Association 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 the NWTASSA's policies and procedures, particularly the *Code of Conduct and Ethics*

CONFIDENTIALITY POLICY

Definitions

1. Terms in this Policy are defined as follows:
 - a) **Confidential Information** – Personal information of Individuals 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 Association such as data, proprietary information, membership lists, customer information, business information, and trade secrets.
 - b) **Individuals** – Refers to all categories of individual members and/or registrants defined in the By-laws of the Association as well as individuals who are subject to the policies of the Association including, but not limited to, employees, contractors, athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers.
 - c) **Representatives** – Refers to individuals employed by, or engaged in activities on behalf of, the Association. Representatives include, but are not limited to, staff, administrators, committee members, 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 Association 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 Association.

Complaints and Dispute Resolution

8. Information that is submitted by a party as part of a dispute resolution process is considered Confidential Information and may not be disclosed to anyone not involved with the dispute resolution process until such time as the dispute resolution process is completed or stated otherwise in the Association's policies related to discipline.
9. A written decision rendered at the conclusion of a dispute resolution process, subject to the direction of the decision-maker, may not be disclosed to any individual or group other than those that are identified (such as National Sport Associations, Provincial/Territorial Associations, or professional associations) in the applicable policy or as stated by the decision-maker.
10. Notwithstanding the above, the Association may publish a summary letter that discloses the result of the dispute resolution process (**Appendix A – Decision Disclosure (Complaint)**) provided this letter limits the disclosure of Confidential Information and complies with the *Privacy Policy*.

Intellectual Property

11. 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 Association will be owned solely by the Association, 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 Association may grant permission for others to use its intellectual property.
12. Confidential Information that is intellectual property of the Association will remain the property of the Association and, upon cessation of involvement/employment with the Association, for any reason, or upon request of the Association, Representatives will immediately return this information, as well as copies and reproductions, and any other media containing this information.

Enforcement

13.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.

Appendix A – Decision Disclosure Letter (Complaint)

[insert date]

Re: [insert Organization] Complaint Decision

In [month year], [insert Organization] received a complaint naming [Respondent's Name(s)]

[insert Organization] addressed the complaint in a procedurally fair manner per its [insert title of discipline and complaints policy]. A [insert title of Panel] appointed to hear the case found that the [Respondent's Name(s)] breached several sections of the [insert title of code of conduct] and [insert other policies, if applicable].

The [insert title of Panel] decided the following sanctions:

- [insert all sanctions]

The details of the complaint and the dispute resolution process are confidential pursuant to the *Confidentiality Policy* and *Privacy Policy*.

The Panel's decision is subject to appeal per the [insert title of appeal policy].

[insert text re: if the Respondents have completed or complied with the sanction].

[insert name, position]

[insert Organization]

DIVERSITY, EQUITY, AND INCLUSION POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)”
 - b) *“Diversity”* – the presence and integration of a variety of individuals with different personal characteristics, particularly Under-Represented Groups, in a group or organization
 - c) *“Equity”* – fairness afforded to individuals with diverse personal characteristics regardless of those characteristics
 - d) *“Inclusion”* – acceptance of individuals with diverse personal characteristics into a group or organization regardless of those characteristics
 - e) *“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. The Association is committed to encouraging diversity, equity and inclusion in its administration, policies, programs, and activities. The purpose of this Policy is to ensure that the Association provides Under-Represented Groups with a full and equitable range of opportunities to participate and lead.

General

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

Programming

4. The Association is committed to creating and supporting programs that address diversity, equity, and inclusion issues in sport. For example, the Association will:

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

Staff, Board of Directors, Committee

5. The Association will:

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

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

Media Relations

6. The Association will:

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

Human Resource Management

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

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

Ongoing Commitment to Inclusion, Diversity and Equity

8. The Association 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.

Evaluation

9. The Association will continually monitor and evaluate its inclusion, equity, and diversity progress.

MEMBERSHIP POLICY

Purpose

1. The purpose of this Policy is to describe the application, rights, conditions, and obligations for membership within the NWTASSA.

Scope and Application

2. This policy applies to all Club Members and Individual Members as defined in the By-laws. This Policy does not apply to Director Members.

Membership Year and Dues

3. Membership within the Association begins on the date the NWTASSA accepts the member's registration and ends on a date determined by the NWTASSA common to all Members, subject to re-registration in accordance with this Policy and the By-laws. Membership dues are established annually at the discretion of the Board of Directors.

Renewal of Membership

4. No Member will be accepted or renewed as a Member, unless:
 - a) The potential Member has made an application for membership in a manner prescribed by the NWTASSA;
 - b) The potential Member has agreed to comply with, and meets the requirements of, the By-laws, policies, procedures, rules, and regulations;
 - c) The potential Member has paid membership dues owing from any previous membership period;
 - d) If, at the time of applying for membership the potential Member is a Member in Good Standing as defined in this Policy, unless approved otherwise by the Board;
and
 - e) The potential Member meets the requirements listed in the By-laws and in this Policy.

Minimum Requirements for Application and Renewal

5. Individual Members must comply with the following minimum requirements to maintain and renew membership with the Association:
 - a) Submit the following applicable information:
 - i. Designation (athlete, coach, official, or other designation)
 - ii. Name
 - iii. Address
 - iv. Telephone number
 - v. Email address
 - vi. Date of Birth
 - vii. Gender identity
6. Club Members must comply with the following minimum requirements to maintain and renew membership with the NWTASSA:
 - a) Appoint an individual to act as the Club Member's point of contact
 - b) Submit to the NWTASSA the Club Member's contact information including address, telephone number, fax number, email, and web address
 - c) Submit to the NWTASSA a copy of the Club Member's most recent constitution, By-laws, rules, regulations, policies, and procedures
 - d) Submit to the NWTASSA a copy of the Club Member's audited financial statement for the last completed fiscal year
 - e) Submit to the NWTASSA the identities and contact information of the Club Member's staff and directors
 - f) Submit to the NWTASSA any other information requested by the NWTASSA
 - g) Submit a dispute resolution mechanism for complaint and discipline management

Good Standing

7. A Member of the NWTASSA will be in good standing provided that the Member:

- a) Has not ceased to be a Member;
 - b) Has not been suspended or expelled, or had other restrictions or sanctions imposed;
 - c) Has completed and remitted all documents, fees and payments as required by the NWTASSA;
 - d) Has complied with the By-laws, policies, procedures, rules, and regulations of the NWTASSA;
 - e) Is not subject to a disciplinary investigation or action by the NWTASSA, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
 - f) Has paid all required membership dues or debts to the NWTASSA, if any.
8. Members who cease to be in good standing may have privileges suspended and will not be entitled to vote at meetings of Members or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the Member has met the definition of good standing as set out above.

Membership Rights and Privileges

9. Members in good standing are entitled to:
- a) Receive communications and up to date financial reports from the Association
 - b) Attend the NWTASSA's Annual and Special Meetings
 - c) Nominate and vote for Directors in accordance with the By-laws
 - d) Remove a Director by ordinary resolution, provided that the Director has been given proper notice and the opportunity to respond at a meeting duly called for that purpose
 - e) Amend the By-laws in accordance with applicable legislation
 - f) Submit a proposal for consideration at a meeting of the Members in accordance with applicable legislation
 - g) Examination of the following documents during the NWTASSA's usual business hours and make copies free of charge:

- i. The report of the public accountant, if any
 - ii. Prescribed comparative financial statements that conform to the requirements of applicable legislation
 - iii. Any further information respecting the financial position of the NWTASSA
- h) A copy or summary of the documents described in subsection (h) twenty-one (21) days prior to the Annual Meeting
- i) Examination, on payment of any reasonable fee, the following documents of the NWTASSA:
- i. The Constitution and By-laws
 - ii. Minutes of Meetings of Members and any committee of Members
 - iii. The Resolutions of Members and any committee of Members
 - iv. Any debt obligation issued by the NWTASSA
 - v. A register of Directors
 - vi. A register of Officers
 - vii. A register of Members, requested in accordance with applicable legislation

Withdrawal and Termination of Membership

10. Membership in the NWTASSA will terminate immediately upon:

- a) The expiration of the Member's membership, unless renewed in accordance with this Policy
- b) Resignation by giving written notice to the NWTASSA in which case the resignation becomes effective on the date specified in the notice. Resignation as a Member does not relieve the Member of its obligation to pay any outstanding dues or fees
- c) Liquidation or Dissolution of the NWTASSA
- d) The Member no longer meets the definition of Member as defined in the By-laws
- e) The Member ceases to be in good standing by virtue of

- i) Failing to pay membership dues, fees or other monies owing to the NWTASSA by the prescribed deadline dates, or
 - ii) Having had disciplinary sanctions imposed in accordance with the By-laws and/or policies relating to the discipline of Members
- f) By Ordinary Resolution of the Board or of the Members at a duly called meeting, provided fifteen (15) days' notice is given and the Member is provided with reasons and the opportunity to be heard. Notice will set out the reasons for termination of membership and the member receiving the notice will be entitled to submit a written submission opposing the termination
- g) The Member's death or dissolution

Interpretation

11. In the event that this Policy conflicts or contradicts the By-laws, the By-laws shall take precedence.

REGISTRATION FORM

PERSONAL INFORMATION

Registrant's Full Name (print): _____

Registrant's Club/Team (not required for unattached athletes):

Registrant's Birthdate: _____

Registrant's Gender Identity: _____

Registrant's Address: _____

| | | | |
|-------------|----------------|------|-----|
| _____ | Street Address | City | Ter |
| Postal Code | | | |

Registrant's Contact: _____

| | | | |
|---------|------------|------------|-------|
| _____ | Cell Phone | Home Phone | Email |
| Address | | | |

Registrant's Medical Information (OPTIONAL):

Allergies / Medical Conditions / Treatment /
Medication

If the Registrant is 19 years old or younger:

Name(s) of Registrant's Parent(s)/Guardian(s) (print):

Parent/Guardian's Contact: _____

_____ **Cell Phone** **Home Phone**

Business Phone

Parent/Guardian's Email Address(es): _____

CONSENT FOR USE OF PERSONAL INFORMATION AND PHOTO RELEASE

1. I, the undersigned, authorize NWTASSA and Speed Skating Canada (collectively the "Associations") to collect and use personal information about the Registrant for the purpose of receiving communications and the purposes described in the NWTASSA's *Privacy Policy*.
2. Furthermore, I grant permission to the Associations to photograph and/or record the Registrant's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport and/or the Associations through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes.
3. I understand that I may withdraw such consent at any time by contacting either Association's Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

ACCEPTANCE OF TERMS AND CONDITIONS

In consideration of the acceptance of the Registrant's membership in the Associations, I agree that the Registrant will:

1. Abide by the policies, rules, and regulations of the Associations; and
2. Accept sole responsibility for the Registrant's personal possessions and athletic equipment.

I acknowledge that I have read this registration agreement in its entirety and that I have executed this registration agreement voluntarily.

By typing/printing my name below and clicking/checking the “I Agree” icon, I agree that I am bound by all that is contained in this Registration Form.

I AGREE

Name of Registrant

Date

I AGREE

Name of Registrant’s Parent/Guardian

Date

(if the Registrant is 19 years old or younger)

SANCTIONING POLICY DEFINITIONS

1. The following terms have these meanings in this Policy:
 - a) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)”
 - b) *“Events”* – Includes practices, tournaments, games, playoffs, meetings, and programs
 - c) *“Host”* – The individual, club, team, or group that wants to run or host a sanctioned event

Purpose

2. The Association is committed to providing an environment that promotes standard and fair competition; and as such, Hosts wishing to run Events must first seek approval and sanction from the Association. Irresponsible behaviour, unfair competition, or an unsafe environment can result in severe damage to the sport, to participants, to the Association, and to Hosts. This Policy provides sanctioning regulations that will help ensure that Events are safe, fair, and protect the health and welfare of the participants.
3. Certain Events run by Hosts are pre-sanctioned by the Association and do not require additional approval.

Application of this Policy

4. This Policy applies to all Events that are organized and run by Hosts.

Insurance

5. Only the Events sanctioned by the Association are covered by the Association’s insurance.

Pre-Sanctioned Events

6. The following Events are pre-sanctioned:
 - a) Practices and training sessions
 - b) Regular season games

- c) Playoff games
- d) Meetings; particularly meetings of the Board, general meetings, committee meetings, and parent orientations

Events Requiring Sanction

7. Events that are not pre-sanctioned require sanction in accordance with this Policy. Hosts require sanction to run the following:
- a) Exhibition games
 - b) Tournaments
 - c) Territorial championships
 - d) Coach or official certification clinics
 - e) Certain fundraising activities

Requesting a Sanction

8. Requests for sanctions must be submitted by Hosts, to the appropriate Association staff member or Director, in writing or by email at least seven (7) days prior to the Event.
9. Requests for sanctions with less than seven (7) days notice shall be accompanied by a written statement giving reasons for requesting an exemption to the time limitation. The decision to accept, or not accept, the late sanction request will be at the sole discretion of the Association and may not be appealed.
10. If the Event is cancelled, fees may be refunded up to seven (7) days prior to the Event.
11. The request for sanction will be approved or denied by the Association.

Sanction Request Evaluation

12. For each sanction request, the Association will consider the following;
- a) The Host's status with the Association
 - b) The Host's capability of meeting the Association's sanctioning requirements, or other factors relating to the operations of the Event

- c) Success of previous sanctioned Events (if applicable)
- d) Issues with previous sanctioned Events (if applicable)
- e) Any issue or matter which the Association deems may affect the Association's ability to obtain insurance coverage
- f) Any issue or matter which the Association deems may damage the reputation of the Association or that may introduce unreasonable safety concerns

Sanction Request Refusals

13.If the sanction is refused, the Association will provide reasons for the refusal.

14.Sanction request refusals may be appealed under the terms of the *Appeals Policy*.

Sanctioned Request Approvals

15.If the sanction is approved, the Association will have the **Association Responsibilities** as described at the end of this document.

16.Sanctioned events must comply with the Sanctioned Event Compliance Regulations, as described in this Policy.

17.Sanctions are not transferable and new sanctions must be obtained each year for annual Events.

Sanctioned Event Compliance Regulations

18.The Event must be conducted in accordance all applicable policies and technical standards as established by the Association.

19.The Host must fulfill the **Host Responsibilities** as described at the end of this document.

20.If alcoholic beverages are to be sold at the Event, it is the responsibility of the Host to ensure that all permits and liquor legislation (as applicable) are adhered to. A copy of the liquor permit must be submitted to the Association prior to the event.

21.If fundraising is to occur through the sale of 50-50 tickets, raffle tickets or other gaming activity, it is the responsibility of the Host to ensure that all applicable territorial and municipal gaming permits, rules, and regulations are adhered to.

Sanction Revocation

22. A sanction may be revoked at the discretion of the Association under the following circumstances:

- a) Any time in advance of the Event if the Host fails to fulfill its obligations under this Policy
- b) During the Event if a representative from the Association determines that technical standards are not being met or if the safety of participants or patrons is at risk. In this case, the Event will terminate immediately

Enforcement

23. Failure to adhere to this Policy may permit discipline in accordance with the *Discipline and Complaints Policy*.

Host and Association Responsibilities

Host Responsibilities

For each sanctioned event, the Host must:

- a) [insert responsibilities]
- b)

Association Responsibilities

After approving a sanction request, the Association will:

- a) [insert responsibilities]
- b)

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) *“Individuals”* – All categories of individual membership defined in the Association’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Association including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of the Association
- d) *“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.
- e) *“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 the Association has adopted the 2021 CADP as its primary domestic anti-doping policy.

Scope and Authority

3. This policy applied to all Individuals.

4. In the event of a conflict between this Policy and the 2021 CADP, the 2021 CADP shall prevail.

Commitment, Adoption and Cooperation

5. The Association is committed to clean sport in Canada and endorses the 2021 CADP and the WADC.

6. The Association has adopted and agrees to abide by the CADP as it may be amended from time to time.
7. The Association is unequivocally opposed to the practice of doping in sport on ethical, medical and legal grounds.
8. The Association'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, the Association has executed a *Canadian Anti-Doping Program Adoption Contract* with the CCES.
10. The Association 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. The Association and the CCES will identify a pool of national level athletes who will be included in the Association's National Athlete Pool (NAP). The list of NAP athletes may be updated by the Association when required and at least on an annual basis. To identify individuals in the NAP, the Association 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 the Association 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 the Association as those individuals who are:
- a) Working as athlete support personnel under contract with or under the direct control and/or supervision of the Association; 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. The Association and the CCES will identify designated athlete support personnel. The list of designated athlete support personnel may be updated by the Association when required and at least on an annual basis.

Education and Training

16. The Association 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. The Association will ensure that every athlete and other person participating in the sport who is subject to the CADP by way of the Association's adoption of the CADP knows that they are subject to the anti-doping rules contained in the CADP and are appropriately informed.
18. The Association 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 the Association 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 the Association 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 the

Association 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. The Association 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 the Association 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 the Association 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.

Conduct Standards

22. The Association will include the following requirements in the applicable section of its *Code of Conduct and Ethics*:
- a) *Individuals must reasonably cooperate with the CCES or another anti-doping organization that is investigating anti-doping rule violations*
 - b) *Coaches, trainers and other athlete support personnel who use methods or substances prohibited by the CADP without valid and acceptable justification may not coach, train, or otherwise support athletes*
 - c) *Individuals may not harass, intimidate or otherwise conduct themselves offensively towards a doping control official or other individual involved in doping control*

Sanctions and Reciprocity

23. The Association will comply with the CADP with respect to public announcements of positive test results.
24. The Association will respect any penalty enacted pursuant to the breach of the CADP whether imposed by WADA or the CCES.
25. The Association will respect the sanctions applied to a Individual due to an anti-doping rule violation, whether imposed by WADA, the CCES, or any national or provincial sport organization.

26. All Individuals sanctioned for an anti-doping rule violation will be ineligible to participate in any role with the Association or in any competition or activity organized, convened, held, or sanctioned by the Association as per the penalties imposed.

Appendix A – Anti-Doping Links and Resources

Anti-Doping and Values-Based Sport Information:

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

Substance Information:

- Global DRO: www.globaldro.com
- Contacting the CCES: 1-800-672-7775 or substances@cces.ca

Therapeutic Use Exemptions (TUEs):

- CCES Medical Exemption Wizard: www.cces.ca/mewizard
- Contacting the CCES: 1-800-672-7775 or tue-aut@cces.ca

Report Doping:

- Report Doping Hotline: 1-800-710-CCES or www.cces.ca/reportdoping

Note: Various printed resources are available.

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

FINANCIAL POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Association*” – the Northwest Territories Amateur Speed Skating Association (NWTASSA)”
 - b) “*Representative*” – Individuals employed by, or engaged in activities on behalf of, the Association including: coaches, convenors, officials, staff members, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the Association

Purpose

2. The Association 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 the Association.
3. The purpose of this Policy is to guide the financial management practices of the Association.

Budget and Reports

4. The Association’s Board will develop and approve an annual budget which will contain the Association’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 the Association will be reviewed in accordance with applicable legislation by an auditor.

Fiscal Year

7. The Association’s fiscal year will be as described in the By-laws.

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 the Association will be placed into a general fund and will be used for all necessary and permitted purposes for the operation of the Association, as determined by the Association's Board.
10. All money received by the Association will be deposited, in the name of the Association, with a reputable financial institution.

Signing Officers

11. All contracts, documents, or any other instruments in writing requiring the signature of the Association shall be signed by at least two of the following:
 - a) Sports Director
 - b) President
 - c) Treasurer
 - d) A Director appointed by the Board as a signing authority
12. Any contracts, documents or any other instruments in writing which have been approved in the Association'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 payable to any signing authority will not be signed by that signing authority.

Expenses

14. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by the Association's Treasurer (or designate).
15. Travel and accommodation expenses are described in the *Governance Policy*.

Accounts

16. Accounts receivable terms are net ninety (90) days from the date of invoice.

17.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

18.With the approval of the Board, the Association 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 the Association. The Board will determine who receives credit cards and what the credit card limits will be.

19.Credit card holders will be responsible for all charges made on credit cards issued in their name.

20.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 the Association
- b) Purchase of goods or budgeted items

21.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.

22.Credit cards are not to be used for any personal expenses.

23.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 the Association.

24.Under no circumstances are cash advances to be drawn on credit cards.

25.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 the Association'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) The Association'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

NSF Charges

26. The Association will charge a twenty-five dollar (\$25.00) charge on all NSF Cheques.

Replacement Cheques

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

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

29. Lost or missing cheques that have not been claimed by the Association's year end will not be reissued.

CONCUSSION POLICY

Preamble

1. This Policy is based on the 5th 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. 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.
3. A concussion is a clinical diagnosis that can only be made by a physician.

Definitions

4. The following terms have these meanings in this Policy:
 - a) "*Association*" – the Northwest Territories Amateur Speed Skating Association (NWTASSA)"
 - b) "*Participant*" – Coaches, athletes, volunteers, officials, and other Registered Individuals
 - c) "*Registered Individuals*" – All individuals employed by, or engaged in activities with the Association, including but not limited to, employees, volunteers, administrators, committee members and directors and officers.
 - d) "*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.
 - e) "*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

- 5. The Association is committed to ensuring the safety of Participants in its activities. The Association 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.
- 6. This Policy describes the common signs and symptoms of a concussion and how to identify them, the protocol to be followed in the event of a possible concussion, and a Return to Sport protocol 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.
- 7. This Policy applies to all activities and events for which the Association is the governing or sanctioning body including, but not limited to, competitions, practices, and training sessions.

Recognizing Concussions

- 8. If a Participant demonstrates or reports any of the following **red flags**, an on-site licensed healthcare professional shall be summoned and, if deemed necessary, an ambulance should be called (if an onsite healthcare professional is not available, an ambulance should be called):
 - 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) Increased confusion

9. 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, absence of regular motor coordination, stumbling, slow laboured movements
- f) Facial injury after head trauma

10. 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”

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

- a) What venue are we at today?
- b) Where was your last major competition?
- c) What day is it?
- d) What event are you participating in?

Removal from Sport Protocol

12. 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 who is either an on-site Association staff member and/or certified coach.

13. 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) The Association must make and keep a record of the removal – by uploading the information to <https://captcares.com/>;
- 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 the Association's Return-to-Sport protocol as described in this Policy.

14. 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

15. 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 – 5th 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

16. 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

17. 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.

18. 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

19. 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

20. 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.

21. 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 | Light 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

- 22. An initial period of 24-48 hours of both physical rest and cognitive rest is recommended before beginning the Return to Sport strategy.
- 23. 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.
- 24. Resistance training should only be added in the later stages (Stage 3 or Stage 4).
- 25. If symptoms persist, the Participant should return to see a physician.
- 26. The Participant’s Return-to-Sport strategy should be guided and approved by a physician with regular consultations throughout the process.
- 27. The Participant must provide the Association with a medical clearance form, signed by a physician, following Stage 5 and before proceeding to Stage 6.

Reconsider

- 28. The 2017 Concussion in Sport Group (CISG) considered whether certain populations (children, adolescents, and elite athletes) should have SRCs managed differently.
- 29. It was determined that all Participants, regardless of competition level, should be managed using the same SRC management principles.
- 30. 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

31. 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

32. The Association 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. The Association encourages Participants to make coaches and other stakeholders aware of their individual histories.

Non-Compliance

33. Failure to abide by any of the guidelines and/or protocols contained within this policy may result in disciplinary action in accordance with the Association's policies for discipline and complaints.

Liability

34. The Association shall not be liable for any Participant or other individual's use or interpretation of this Policy. Further, none of the Association's members, directors, officers, employees, agents, representatives, and other individuals involved in any way in the administration of this Policy shall be liable to any other individual in any way, in relation to any lawful acts or omissions committed in the honest application, administration, and/or enforcement of this Policy.

HUMAN RESOURCES POLICY

Definitions

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

- a) *“Association”* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
- b) *“Employees”* – Individuals employed by the Association on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of the Association, interns, officials, volunteers, or volunteer coaches
- c) *“Full-Time Employees”* – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
- d) *“Lead Supervisor”* – the individual responsible for the supervision of all staff members and Employees of the Association, who is either the President or Sports Director or that individual’s designate
- e) *“Part-Time Employees”* – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
- f) *“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), receive four-to-six percent (4%-6%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their *Employment Agreement*

Purpose

2. The Association employs staff, as necessary, to manage the daily tasks required of a the Association. The Association’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 *Employment Standards Act* will govern the terms and conditions of employment with the Association.

Legal Requirements

3. The Association is subject to the statutory requirements of the Northwest Territories *Employment Standards Act* (hereinafter the “Act”) and therefore will comply with its requirements in dealings with Employees.

Application of this Policy

4. This Policy applies to the Association’s Full-Time Employees, Part-Time Employees, and Term Employees.
5. The Association 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 the Act.
6. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of the Association. In all instances where these individuals are contracted by the Association, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

Employer-Employee Relationship

7. The Association recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, the Association 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. The Association expects its Employees to:
 - a) Apply and adhere to the Association’s policies and organizational values

- b) Use their best efforts to advance the interests of the Association
- 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 the Association with any changes to the Employee's name, address, phone number, and other personal information that the Association is required to maintain

Employment Agreement

- 9. Employees will enter into an employment agreement with the Association.
- 10. If the Employee continues to be employed by the Association 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 the Association.
- 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.

Probationary Period

- 12. 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*.
- 13. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
- 14. The purpose of this probationary period is to provide an opportunity for both the Employee and the Association to evaluate their working relationship.
- 15. An employee who transfers within the Association to a new position will have a probationary period of three months in the new position. During this probationary

period, the Association 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.

16. 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

17. If the Lead Supervisor is an Employee (such as a Sports Director or 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

18. The Lead Supervisor will supervise the performance of all Employees on behalf of the Association's Board of Directors.

19. Employees will work out of the Association's head office unless another arrangement has been agreed to by the Lead Supervisor 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 the Association's head office or if the Employee changes residence.

20. 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 the Association as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.

21. 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 (40) hours in a single week will constitute overtime work.

- 22.If an Employee cannot be at work at the normal time, he or she will notify his or her supervisor the earliest opportunity with the reasons for, and expected duration of, the absence.
- 23.Employees will attend all staff meetings, Board meetings, and other meetings when requested to do so by the Lead Supervisor, unless the Employee's absence has been approved by the Lead Supervisor.

Job Responsibilities, Performance, and Review

- 24.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.
- 25.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 the Association'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.
- 26.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.
- 27.For all Employees, a base salary review will be done by the Lead Supervisor. Annual cost of living increases will not occur. The inflation rate will be reviewed from time to time and the salary range for each position may be adjusted.

Social Media

- 28.The Association encourages the use of social media by its Employees to enhance effective internal communication, build the Association's brand, and interact with stakeholders.
- 29.Employees will not:

- a) Use social media for the purpose of fraud or any other activity that contravenes the laws of Canada, the *Code of Conduct and Ethics*, or any other applicable jurisdiction
- b) Impersonate any other person or misrepresent their identity, role, or position with the Association
- c) Display preference or favouritism with regard to external stakeholders
- d) Upload, post, email, or otherwise knowingly transmit:
 - i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive or another person's privacy, or otherwise objectionable
 - ii. Any material which is designed to cause annoyance, inconvenience, or needless anxiety to others
 - iii. Any material that infringes on the patent, trademark, trade secrets, copyright, or other proprietary right of any other party
 - iv. Any material that is considered the Association's confidential information or intellectual property

30. Employees shall refrain from discussing matters related to the Association or its operations on their personal social media. Instead, matters related to the Association or its operations should be handled through more official communication channels (like email) or through the Association's branded social media (like the Association's Facebook page(s), Twitter feed, photo sharing accounts, YouTube channels, blogs, or other social media engagement).

Vacation and Holidays

31. Vacation entitlements will accrue in accordance with the Act, unless stated otherwise in the *Employee's Employment Agreement*.

32. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.

33. 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.

34. Vacation time will not carry over from year to year, except as minimally required by the Act.

35. Employees are entitled to the paid public holidays in accordance with the Act.

Leave

36. The following sections endeavour to incorporate current Territorial and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.

37. 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 Act). 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.

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

39. 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.

40. Maternity, compassionate care, family caregiver, family violence, and parental leave will be in accordance with the Act.

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

42. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to the Association may result in termination of the Employee.

Salary and Benefits (IF APPLICABLE)

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

Salary

44. The salary of each Employee will consist of a base salary and may include performance incentives.
45. Salary will be paid twice a month, on the 15th 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.
46. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
47. 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.
48. Employee starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Chief Executive Officer (or the Board of Directors in the case of the Chief Executive Officer). In carrying out this review, the Chief Executive Officer and Board of Directors will have regard to salaries paid by comparable organizations and will abide by the principles of pay equity and fairness in allocating the approved annual budget for salaries.
49. If an Employee's spouse is covered under another Benefits Plan, the Employee must choose which individual will be the primary wage earner for purposes of the NWT Health Care Plan. Under no circumstances will the Association pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
50. Under current Income Tax Regulations, the payment of Territorial Health Care Premiums by the Association constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year end.

51. Term Employees are not entitled to health benefits.

52. Health benefits coverage will cease upon the Employee's termination. An Employee may convert such health benefits coverage upon termination by purchasing coverage from the policy holder on an individual basis.

Pregnancy/Parental Leave

53. Employees on pregnancy/parental leave may choose whether or not they want to maintain their benefits but, if they choose to do so, they must maintain all benefits for the full leave period. If an Employee chooses not to maintain coverage during their pregnancy/parental leave, the Association must receive such a request in writing.

Expense Compensation

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

Cellphones

55. While operating a motor vehicle and unless using a legally authorized earpiece, 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

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

57. The Association will not be held responsible for any violations or accidents caused by the contravention of the **Cellphones** section of this Policy.

Other Employment

58. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for the Association, the employment

does not represent a conflict with the Association, and the Lead Supervisor is notified in advance of the Employee's intention to accept outside employment and gives written approval.

Personal Belongings

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

Conduct and Discipline

60. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other policies of the Association relating to conduct including, but not limited to, the Association's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, and *Code of Conduct*.

61. The Association's Employees may be subject to disciplinary action should their conduct so warrant.

62. 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 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

63. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow the Association'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.

64. 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.

65. Gross misconduct includes the following:

- a) Theft or dishonesty
- b) Gross insubordination
- c) Wilful destruction of 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) Acts of Maltreatment
- j) Provoking a fight
- k) Other similar acts involving intolerable behaviour by an employee

66. When disciplining an Employee, the Association 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.

67. However, anything to the contrary in the *Discipline and Complaints Policy* or in the OSIC's policies and procedures, all incidents of misconduct or other inappropriate behaviour involving Employees, 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 Employee is a UCCMS Participant, in addition to any applicable workplace policy.

Termination

68. No notice, or pay in lieu of notice, is required by either the Association or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.

69. Employees will provide notice of their intention to leave the employment of the Association in accordance with the Act.

70. The Association may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice.

71. The Association will provide Employees notice, or pay in lieu of notice, of its intention to terminate the Employee's employment with the Association without cause in accordance with the Act and will provide all other benefits as required by the Act, unless otherwise agreed in the Employee's *Employment Agreement*.

72. The Board will have authority for termination of all Employees.

Grievance Procedure

73. 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 the *Whistleblower Policy* and/or may contact the Board of Directors.

74. 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.

RECORDS RETENTION POLICY

Purpose

1. The purpose of this Policy is to describe which records and documents must be maintained by the NWTASSA and for what length of time.

Scope and Application

2. Associations are required, by law, to keep certain documents and records. Other records should be kept by a prudent organization even if there is no legal requirement. Records must be kept for a different length of time depending on the legislation.

Storage

3. Records should be stored at the NWTASSA's registered office.

Documents and Records (Incorporation)

4. The following documents and records should be kept as a requirement of the Northwest Territories Societies Act (the incorporation legislation with which NWTASSA must comply):
 - a) Constitution, By-laws, and any amendments
 - b) Minutes of meetings of the Members + all resolutions
 - c) Minutes of meetings of the Directors + all resolutions
 - d) Register of Directors
 - e) Register of Members
 - f) Financial statements
 - g) Accounting records adequate to enable the Directors to ascertain the financial position of the organization with reasonable accuracy on a quarterly basis
5. The Societies Act is not specific about the length of time records must be kept. However, NWTASSA should retain all important records indefinitely.
6. Records kept under the Societies Act can be accessed at all times by Directors during the regular operating hours of the organization. The NWTASSA must also provide records to Directors free of charge. Members are entitled to free copies of the By-laws

and may request access to other records if permitted by the By-laws.

7. Records that include personal information of Members (such as the details kept in the register of Members) are subject to the Personal Information and Protection and Electronic Documents Act (PIPEDA). Per the *Privacy Policy*, a Member may request that NWTASSA disclose to the Member any personal information that has been retained about that Member.

Registers

8. The register of Directors and the register of Officers must contain the following information:
 - a) Name
 - b) Residential Address
 - c) Email address (if the Director or Officer has consented to receiving information or documents electronically)
 - d) The date the individual became a Director or Officer and, if applicable, the date the individual ceased being a Director or Officer
9. The register of Members must contain the following information:
 - a) Name
 - b) Residential Address
 - c) Email address (if the Member has consented to receiving information or documents electronically)
 - d) The date the individual or organization became a Member and, if applicable, the date the individual or organization ceased being a Member
 - e) The class or group of membership, if applicable

Documents and Records (Canada Revenue Agency)

10. The following documents and records must be kept as a requirement of the Canada Revenue Agency:

| RECORD | REQUIRED BY |
|------------------------------|-----------------------|
| Cheques – cancelled | Canada Revenue Agency |
| Cheque stubs | Canada Revenue Agency |
| Bank statements | Canada Revenue Agency |
| Invoices (internal) | Canada Revenue Agency |
| Bills (accounts payable) | Canada Revenue Agency |
| Bank reconciliations | Canada Revenue Agency |
| Deposits | Canada Revenue Agency |
| Deposit books | Canada Revenue Agency |
| Annual financial statements | Canada Revenue Agency |
| Monthly financial statements | Canada Revenue Agency |
| Local financial statements | Canada Revenue Agency |
| RRSP information | Canada Revenue Agency |

| RECORD | REQUIRED BY |
|---|------------------------------------|
| Payroll records and invoices | Canada Revenue Agency |
| Investment statements | Canada Revenue Agency |
| Tax receipt copies | Canada Revenue Agency |
| General ledger | Canada Revenue Agency (indefinite) |
| Records of endowment donations | Canada Revenue Agency (indefinite) |
| Documents around long-term acquisitions | Canada Revenue Agency (indefinite) |
| Liability insurance policies | Canada Revenue Agency (indefinite) |

11. Unless noted, the records described above should be kept for a minimum of six full years from the end of the fiscal year for which they relate.

Employment Records

12. The NWTASSA has its registered office in the Northwest Territories. Individuals employed in Northwest Territories are subject to the *Employment Standards Act*. Employers in Northwest Territories are required to keep the following records about employees for at least three years:

- a) the hours worked or on duty each day;

- b) the gross wages and wage payments made;
- c) the name, age, and residential address
- d) the date of commencement of the present term of employment and its anniversary
- e) the rate of wages and the date and particulars of each change in the rate of wages
- f) each annual vacation granted, showing
 - i. the dates of commencement and completion
 - ii. the period of employment covered by the annual vacation
 - iii. the amount of vacation pay given
- g) the amount of money paid in lieu of vacation with pay if the employee's employment was terminated
- h) the amount of money paid for statutory holidays
- i) the amount of each deduction from the wages of the employee and the purpose for which the deduction was made
- j) a copy of any notice of termination of employment
- k) the amount of any money paid in lieu of notice of termination of employment

Documents and Records (Other)

13. Per the NWTASSA's policies, the following documents and records should also be kept:

| RECORD | REQUIRED BY | LENGTH |
|--|-----------------------------|--------------------------------|
| Conflict of Interest Declaration Forms | Conflict of Interest Policy | Duration of employment/service |

| | | |
|--------------------------------|---|---------------------|
| Complaint and appeal decisions | Discipline and Complaints Policy, Appeal Policy | Indefinitely |
| Screening Disclosure Forms | Screening Policy | Three years |
| Screening Application Forms | Screening Policy | One year |
| Screening Renewal Forms | Screening Policy | One year |
| Police Records Checks | Screening Policy | Three years |
| Vulnerable Sector Checks | Screening Policy | Indefinitely |
| Volunteer Agreements | | Duration of service |
| Registration forms | | One year |
| Waivers | | One year |
| Assumption of Risk forms | | One year |
| Travel Consent forms | | One year |
| COVID-19 Declarations | | One month |

Appendix A – Application Form

Note: Individuals who are applying to volunteer or work within certain positions with the Association 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 the Association, a new Application Form must be submitted.

NAME:

| | | |
|-------|--------|------|
| First | Middle | Last |
|-------|--------|------|

CURRENT PERMANENT ADDRESS:

| | | | |
|--------|------|-----------|--------|
| Street | City | Territory | Postal |
|--------|------|-----------|--------|

DATE OF BIRTH: _____ **GENDER IDENTITY:** _____

Month/Day/Year

EMAIL: _____ **PHONE:** _____

POSITION SOUGHT: _____

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

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

NAME (print): _____ **DATE:** _____

SIGNATURE: _____

Appendix B – Screening Disclosure Form

NAME:

First

Middle

Last

OTHER NAMES YOU HAVE USED: _____

CURRENT PERMANENT ADDRESS:

Street

City

Territory

Postal

DATE OF BIRTH: _____

GENDER IDENTITY: _____

Month/Day/Year

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*. 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. 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. 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 the Association 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 (when permitted by law) for the purposes of screening, implementation of the Association's *Screening Policy*, administering membership services, and communicating with National Sport Associations, Provincial/Territorial Sport Associations, Sport Clubs, and other organizations involved in the governance of sport. The Association 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 the Association 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:** _____

SIGNATURE: _____

Appendix C – Screening Renewal Form

NAME:

First

Middle

Last

CURRENT PERMANENT ADDRESS:

Street

City

Territory

Postal

DATE OF BIRTH: _____

GENDER IDENTITY: _____

Month/Day/Year

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 to the Association. 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 Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I would obtain or submit on the date indicated below would be no different than the last Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I submitted to the Association. 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 Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the Association's Screening Committee instead of this form.

I recognize that if there have been changes to the results available from the Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that 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 Committee.

NAME (print): _____

DATE: _____

SIGNATURE: _____

Appendix D – Request for Vulnerable Sector Check

Note: The Association will be required to modify this letter to adhere to any requirements from the VSC provider

INTRODUCTION

The Association is requesting a Vulnerable Sector Check for _____ [insert individual's full name] who identifies as a _____ [insert gender identity] and who was born on _____ [insert birthdate].

DESCRIPTION OF ORGANIZATION

The Association is a not-for-profit Territorial sport organization for the sport of speed skating located in the Northwest Territories

DESCRIPTION OF ROLE

_____ [insert individual's name] will be acting as a _____ [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 the Association, please contact the Screening Committee Chair:

Sports Director

Signed: _____ Date: _____

Name

Signature

Date

Appendix F - 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 the NWTASSA:

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,

Signed, _____

Dated, _____

Appendix G – Image Consent Form

Name of Participant (print): _____

1. I hereby grant to the NWTASSA and Speed Skating Canada (collectively the “Associations”) on a worldwide basis, the permission to photograph and/or record the Participant’s image and/or voice on still or motion picture film and/or audio tape (collectively the “Images”), and to use the Images to promote the sport and/or the Associations through traditional media such as newsletters, websites, television, film, radio, print and/or display form, and through social media such as Instagram, Facebook, YouTube, and Twitter. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes. This consent will remain in effect in perpetuity.
2. I hereby fully release, discharge, and agree to save harmless the Associations, for any and all claims, demands, actions, damages, losses or costs that might arise out of the collection, use or disclosure of the Images or taking, publication, distortion of the Images, negatives, and masters or any other likeness or representation of the Participant that may occur or be produced in the taking of said Images or in any subsequent processing thereof, including without limitation any claims for libel, passing off, misappropriate of personality or invasion of privacy.
3. **I UNDERSTAND AND AGREE**, that I have read and understood the terms and conditions of this document. On behalf of me, my heirs and assigns, I agree that I am signing this document voluntarily and to abide by such terms and conditions.

Signature of Participant: _____

OR, if the Participant is younger than 19 years old

Signature of Parent/Guardian: _____

Date: _____