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# MEMBERSHIP POLICY

#### **Definitions**

- 1. These terms shall have these meanings in this policy:
  - a) "ACC" Alberta Coaches Council The Provincial Governing Body for Swimming Coaches in Alberta
  - b) "ASSA" Alberta Summer Swimming Association.
  - c) "CSCTA" Canadian Swimming Coaches and Teachers Association The National governing Body for Swimming Coaches and Teachers in Canada
  - d) "Executive committee" a committee of individuals as defined in the ASSA Bylaws
  - e) "FINA" Federation International de Natation The international governing body of swimming, diving, water polo, synchronized swimming and open water swimming
  - f) "Member" All categories of membership defined in the ASSA Bylaws.
  - g) "New Club" A swim club which, by name, has not previously been affiliated as a member with ASSA
  - h) "NCCP" National Coaching Certification Program The National organization responsible for the development, implementation and standards in Coaches Education
  - i) "Policy" This Alberta Summer Swimming Association Membership Policy
  - j) "Provincial Registrar" an individual appointed by the ASSA Executive committee to complete the day to day activities of registration of ASSA members
  - k) "Returning Club" A Swim Club which was member of ASSA in the immediate past season
  - I) "Renewed Club" A Swim Club which was previously an ASSA member, but not in the immediate past season.
  - m) "SNC" Swimming/Natation Canada the National governing association of the sport of swimming in Canada recognized by FINA.

# **Purpose**

2. This Policy describes the concept of membership in ASSA; the procedures for becoming a member, maintaining membership and terminating membership.

# Application of this Policy

3. This policy applies to all Members defined in the Definitions Section.

#### Categories of Membership

- 4. As described in the ASSA Bylaws, members of ASSA will consist of:
  - a) <u>Club Member</u>: An organized summer swimming club consisting of Swimmer Members, who has applied for membership, met the requirements of the ASSA's Membership Policy, has agreed to abide by the ASSA's bylaws, rules, regulations, policies and procedures and is registered with the ASSA.
  - b) <u>Swimmer Member</u>: Any individual who is a swimmer registered with a Club Member, has applied for membership in accordance with the ASSA's Membership Policy, has agreed to abide by the ASSA's bylaws, rules, regulations, policies and procedures and is registered with the ASSA.
  - c) <u>Coach Member</u>: Any individual who is a coach registered with a Club Member and/or the ASSA, who has applied for membership, met the requirements of the ASSA's Membership Policy, has agreed to abide by the ASSA's bylaws, rules, regulations, policies and procedures and is registered with the ASSA.
  - d) Associate Member: Any individual who is a parent/guardian of a Swimmer Member under the age of eighteen (18), an elected or appointed Director of the ASSA, a Club



Member director registered with the ASSA, an official registered on the Alberta Officials Database or a volunteer.

#### Admission of Members

- 5. Clubs and Individuals may be admitted as members of the ASSA in accordance with the ASSA Bylaws, Rules, Regulations, Policies and Procedures.
- Clubs and Individuals shall follow the Membership Procedures as outlined in this policy to become Members.

# Club Membership Procedures

# **Returning Clubs**

- 7. In addition to the requirements outlined in the ASSA Bylaws, the following outlines the general procedures for club membership for returning ASSA Clubs:
  - a) In March of each year, the ASSA will email each returning ASSA club President with a prompt to begin the annual Club affiliation process.
  - b) The Club President shall provide the required information requested on the website including but not limited to:
    - i. A list of Club Directors and their respective contact information
    - ii. Club contact information
    - iii. Documentation of the Club's Annual General meeting minutes including financial statements.
  - c) Once completed, the Club President will submit this information and a password will be sent to the Club Registrar to access the Club's online administration area.
  - d) The Club Registrar, upon agreeing to the waiver, shall receive the password for the Club's online administration area.
  - e) The Club Registrar shall generate an invoice for the Club Membership affiliation fee.
  - f) The Club shall mail in a copy of the Club affiliation invoice and payment to the ASSA Office for the invoiced fees
- 8. Once the Club affiliation process has been completed; payment has been received and processed by the ASSA office, a club will be considered a Member.

#### New Clubs

- 9. ASSA promotes competitive swimming, encouraging and supporting the creation of new clubs where in the best interests and goals of swimming in Alberta. ASSA will consider new club membership which demonstrate:
  - a) support for the SNC Athlete Development Policy,
  - b) a committed athlete base . substantial in numbers relative to the community size.
  - c) evidence of developing and supporting swimmers at all levels.
  - d) a commitment to hosting swim meets, developing a base of qualified officials, and to fully participating in the activities of the swim community/region,
  - e) minimal interference with operation of existing clubs, displaying evidence of cooperation in the allocation of facility time and other issues, and
  - f) evidence of long-term financial viability.
- 10. New Clubs applying for membership shall submit the following to the ASSA:
  - a) Proposed club name and abbreviation/code
  - b) Mission statement, purpose, and/or club goals
  - c) Name and address of pool(s) utilized by the club
  - d) Names, addresses, phone numbers proposed Board of Directors
  - e) Names, addresses, phone numbers and certification levels of proposed coaches
  - (f) Number of proposed swimmers



- 11. Upon approval of the ASSA Executive Committee, new clubs will be granted membership and permitted to proceed with the club affiliation process.
- 12. Club membership will be granted only to the principle operators stated on the initial application by the club, be it either a societal or incorporated body. The membership cannot be transferred to any other party without written approval of the ASSA Executive Committee.

# Renewed Clubs

In certain communities where a club previously existed, this club can be renewed. In these cases, the procedure for NEW CLUBS shall be followed, and the proposed club name and abbreviation/code must be those of the previously existing club.

# Coach Membership Compliance

- 13. To maintain Club membership in ASSA, Clubs shall be required to complete the following according to the deadlines listed. Clubs not in compliance by the indicated dates shall be suspended and de-activated on the ASSA system until compliance is achieved.
  - a) All currently active coaches shall be registered and listed as active in the ASSA online registration system by May 1 of the current season.
  - b) Coaches must be Members (complete all their membership requirements per this policy) by the first (1<sup>st</sup>) Wednesday in June of the current season.
  - c) Clubs hiring coaches after May 1 shall have one (1) week from the date of hire to register and list their coach(s) as active in the ASSA online registration system, and two (2) weeks from the date of hire to have their coaches' Memberships complete.

# Swimmer Membership Procedures

- 14. In addition to the requirements outlined in the ASSA Bylaws, the following outlines the general procedures for swimmer membership for ASSA Swimmers:
  - d) Swimmers shall register with a Club member to become a Swimmer Member in the ASSA. Swimmer Members will obey by the bylaws, rules, regulations policies and procedure set by the club they are registered with. And, will be responsible to pay any membership dues establish by such club.
  - e) Swimmer Members shall provide the following information to their club for the purpose of becoming a registered swimmer member within the ASSA:
    - i. Last name
    - ii. Legal first name
    - iii. Preferred first name
    - iv. Middle initial
    - v. Birth date
    - vi. Gender
    - vii. Swimmer Classification: Age Group, Masters, Para or Exhibition
    - viii. Para swimmer Classification Code (for Para swimmers only)
    - ix. Contact first name
    - x. Contact last name
    - xi. Contact address
    - xii. Contact phone number
    - xiii. Contact email address
  - f) Swimmer Members shall complete a FOIP Form
  - g) The Club Registrar shall collect this information from their Swimmer Members and submit it to the ASSA through the Swimmer registration process. FOIP forms shall be kept on file by the Club. In the event that 'Part B – restricted/limited consent' is completed, a COPY shall also be submitted to ASSA.
  - h) The Club Registrar shall generate an invoice for the Swimmer Members registration fee.



- i) The Club shall mail in a copy of the Club's Swimmer registration invoice and payment to the ASSA Office for the required fees
- A Swimmer may not be a registered member of more than one Club at the same time.

Once the Swimmer registration process has been completed; payment has been received and processed by the ASSA office, a swimmer will be considered a Member.

#### **Transfers**

- 15. Swimmers previously registered with an ASSA club registering in a different club require a transfer.
- 16. The swimmer transfer process includes the following:
  - a) The Club Registrar from the Club registering the swimmer will be prompted to confirm the swimmer's information. Following confirmation, a transfer will be completed automatically by the registration program.
  - b) The Club Registrar and Region Reps of the swimmer's previous club will be notified of the transfer via email.
- 17. Swimmers registered for the current season shall not be permitted to transfer after July 15th of the current season.

#### Coach Member Procedures

- 18. In addition to the requirements outlined in the ASSA Bylaws, the following outlines the general procedures for coach membership for ASSA Coaches:
  - a) Coaches shall register with a Club member to become a Coach Member in the ASSA. Coach Members will obey by the bylaws, rules, regulations policies and procedure set by the member club they are registered with. And, will be responsible to pay any membership dues establish by such club member.
  - b) Coach Members shall provide the following information to their club for the purpose of becoming a registered Coach member within the ASSA:
    - i. Last name
    - ii. First name
    - iii. Birth date
    - iv. Gender
    - v. Address
    - vi. Citv
    - vii. Province
    - viii. Postal Code
    - ix. NCCP number (CC#)
    - x. Email Address
    - xi. Phone Number
    - xii. If they are coaching Para-Swimmers
    - xiii. Position (Head Coach, Assistant Coach, Swimming Teacher or Coach Helper)
  - c) The Club Registrar shall collect this information from their Coach Members and submit it to the ASSA through the Coach registration process.
  - d) The Club Registrar shall generate an invoice for the Coach Members registration fee.
  - e) The Club shall mail in a copy of the Club's Coach registration invoice and payment to the ASSA Office for the required fees.



- f) To be eligible to become a Coach Member within the ASSA Coaches must also meet the following requirements:
  - i. Have a current SNC, CSCTA and ACC Membership
  - ii. Have a Background check (Police/RCMP criminal records check) including the Vulnerable Sector Search (VSS) completed following September 1 of the current or previous year, whichever is possible and does not exceed the 12 month limit, on file with the Swim Alberta/ASSA office.
  - iii. Be certified or working towards certification as an NCCP Fundamentals Coach, Skills Coach, Competition Coach or previously offered NCCP Level 1 Swimming Coach. For coaches who are not certified, "working towards" means, as a minimum, registered in or completed the Swimming 101 Coaching course OR

Be certified as an NCCP Swimming Teacher.

- 19. Once the coach registration process has been completed; payment has been received and processed by the ASSA office, a Coach will be considered a conditional Member pending the verification of the above requirements. The Swim Alberta and ASSA office maintain a Coach database and update coach's membership statuses on a regular basis. Once the above requirements are confirmed a Coach will be considered a Member.
- 20. Non-compliant coaches, per this policy, who are not Members by the third (3rd) Wednesday in May, shall be suspended until all membership requirements are met.
- 21. Coaches hired after May 1 shall have two (2) weeks from the date of hire to complete their membership requirements. Coaches failing to meet these requirements shall be suspended until all membership requirements are complete.

#### Associate Member Procedures

# Parent/guardian

22. A Parent/Guardian of a Swimmer Member under the age of eighteen (18), becomes an Associate member automatically when the Swimmer Member is registered. The contact information used to register the Swimmer Member will indicate the Parent/Guardian member

#### **ASSA Director**

- 23. An elected or appointed Director of the ASSA shall become an Associate member upon appointment or election, and the submission of information to the ASSA. This information will include:
  - i. Last name
  - ii. Legal first name
  - iii. Address
  - iv. City
  - v. Province
  - vi. Postal Code
  - vii. Phone Number
  - viii. Email Address

# Club Director

24. A Club director will become an Associate Member once registered with the ASSA through the Club Affiliation Process.

#### Officials

25. An official registered on the Alberta Officials Database is considered an Associate Member.



# Volunteers

26. Any individual volunteering with a club when hosting a Swim Meet as recorded on the Volunteer sign-up sheet or Officials Roster, and Volunteer Staff of the ASSA appointed by the Executive committee, is considered an Associate Member.

# Conditions of Membership

- 27. Upon acceptance as a member, Members are required to:
  - Adhere to and abide by the bylaws, rules, regulations, policies and procedures of ASSA.
  - b) Be mindful of the importance of the sport of swimming and its image as a healthy activity for participant of all ages and in all situations.
  - c) In the case of Clubs, implement policies relating to conduct, ethics and discipline.

# Membership Year, Dues and Fees

- 28. Unless otherwise determined by the Board, the membership year of ASSA shall be May 1<sup>st</sup> April 30<sup>th</sup>. Membership automatically terminates on April 30<sup>th</sup>. Members must reapply for membership on an annual basis.
- 29. Membership dues for all categories of Membership shall be determined annually by the Board of Directors and shall be payable upon the date determined by the Board of Directors.
- 30. Members wishing to avail themselves, if eligible, of particular programs or services designed, operated, sanctioned or coordinated by ASSA may be required to pay fees, as determined by the Board of Directors, in addition to membership dues.
- 31. Membership dues and any additional fees are non-refundable.

#### Decisions

- 32. Decisions of the Provincial Registrar may be appealed to the Executive Committee who shall decide on the appeal.
- 33. The Executive Committee will make the final decision regarding:
  - a) The eligibility of a swimmer to become a registered swimmer, and
  - b) The determination of a registered swimmer's classification as an Age Group, Masters, Para or Exhibition swimmer.

# Withdrawal and Termination of Membership

- 34. A Member may not resign from ASSA when the Member is subject to disciplinary investigation or action of ASSA, except where resignation is approved by the Executive Committee.
- 35. Membership in ASSA shall be terminated if:
  - a) A Member withdraws by delivering written notice of such resignation to the ASSA or its Affiliated Club, which resignation shall take effect upon delivery;
  - A Member fails to pay such dues as determined by ASSA or monies owed to ASSA by the dates prescribed by ASSA or otherwise fails to comply with all other registration policies of ASSA;
  - A Member is terminated in accordance with the provisions of the By-laws of ASSA or any policy of ASSA relating to suspension of Members.
  - d) A Member dies or ceases to be in good standing; or
  - e) A Coach Member ceases to be a member of SNC, the CSCTA or the ACC, and/or ceases to be certified at the level prescribed by the ASSA Bylaws under the National Coaching Certification Program.

#### Good Standing

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- 36. A Member of ASSA shall be in good standing provided that the Member:
  - a) Has not ceased to be a Member:
  - b) Has not been suspended or expelled from membership, or had other membership restrictions or sanctions imposed;
  - c) Has completed and remitted all documents as required by ASSA;
  - d) Has complied with the Constitution, Bylaws, policies, rules and regulations of ASSA;
  - e) Is not subject to a disciplinary investigation or action by ASSA, 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 and additional fees (as defined in this Policy).
- 37. Members who cease to be in good standing, as determined by the Board of Directors, Discipline or Appeal Panels, shall not be entitled to vote at meetings of Members and, where the Member is a Director, at meetings of the Directors of ASSA, 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.

#### Insurance

38. Members of ASSA shall be entitled to the benefits and coverage provided by Swim Alberta's Insurance Policy. For further information or a copy of the ASSA Insurance Policy, please contact the Swim Alberta Office.

# Interpretation

39. In the event that this policy conflicts or contradicts the Bylaws of ASSA, the Bylaws shall take precedence.





# ASSA FEES POLICY

#### Club Affiliation Fee

1. The Club Affiliation fee shall be set by the ASSA Board at the Fall Board Meeting and posted on the ASSA Website. It will also be announced at the Spring General Meeting.

# Coach Registration Fee

2. The Coach registration fee shall be set by the ASSA Board at the Fall Board Meeting and posted on the ASSA Website. It will also be announced at the Spring General Meeting.

# Swimmer Registration Fee

3. Swimmer registration fees shall be set by the ASSA Board for Age Group, Masters, Para and Exhibition Swimmer classification categories at the Fall Board Meeting and posted on the ASSA Website. It will also be announced at the Spring General Meeting.

# Fee Payment

- 4. ASSA accepts the following forms of payment:
  - a) Cheque (preferred)
  - b) VISA
- 5. Only cheques made payable to 'Swim Alberta' will be accepted.
- 6. Club affiliation, Coach registration and Swimmer registration will not be processed until payment is received; Clubs, Coaches and Swimmers are not considered registered members until payment is received and processed.

# Fee Increase Schedule

7. Unless otherwise determined by the ASSA Board, the swimmer registration fee shall increase by \$1.00 every odd year.

# Fee Collection, administration and allocation

- 8. The Swim Alberta office shall collect and deposit all membership fees on behalf of ASSA
- Both the ASSA Registrar and Swim Alberta shall track the collection of fees and complete a
  comparative analysis annually following the completion of the season to ensure that all fees
  were properly collected, deposited and accounted for.
- 10. Membership Fees shall be allocated by Swim Alberta in accordance with the ASSA/Swim Alberta Fee agreement (Appendix A)



#### CODE OF CONDUCT AND ETHICS POLICY

#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "Individuals" All categories of membership defined in the ASSA Bylaws, as well as all individuals engaged in activities with the Alberta Summer Swimming Association, including but not limited to, athletes, coaches, judges, officials, volunteers, directors, committee members, officers, managers, administrators and spectators.
  - b) "ASSA" Alberta Summer Swimming Association.
  - c) "Member Clubs" Swim clubs registered with the ASSA

# Purpose and Application

- 2. The purpose of this Code of Conduct and Ethics is to ensure a safe and positive environment within ASSA programs, activities and events, by making all individuals aware that there is an expectation of appropriate behavior, consistent with the values of the ASSA, at all times.
- ASSA is committed to providing an environment in which all individuals are treated with respect. Further, the ASSA supports equal opportunity and prohibits discriminatory practices. Members of the ASSA are expected to conduct themselves at all times in a manner consistent with the values of the ASSA that include fairness, integrity, open communication and mutual respect.
- 4. Conduct that violates this Code of Conduct and Ethics may be subject to sanctions pursuant to ASSA's policies related to discipline and complaints.
- This policy applies to Individuals relating to conduct that that may arise during the course of ASSA's and its member clubs' business, activities and events, including but not limited to, office environment, competitions, practices, tournaments, training camps, travel, and any meetings.
- 6. This policy applies to conduct that may occur outside of the ASSA's and its member clubs' business and events when such conduct adversely affects relationships within the ASSA and its member clubs' work and sport environment and is detrimental to the image and reputation of the ASSA.

# Responsibilities

# All

- 7. All Individuals have a responsibility to:
  - Maintain and enhance the dignity and self-esteem of ASSA Members and other Individuals by:
    - i. Demonstrating respect to individuals regardless of body type, physical characteristics, athletic ability, gender, ancestry, color, ethnic or racial origin, nationality, national origin, sexual orientation, age, marital status, religion, religious belief, political belief, disability or economic status;
    - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees and members;



- iii. Consistently demonstrating the spirit of sportsmanship, sports leadership and ethical conduct:
- iv. Acting, when appropriate, to prevent or correct practices that are unjustly discriminatory;
- v. Consistently treating individuals fairly and reasonably;
- vi. Ensuring that the rules of swimming, and the spirit of such rules, are adhered to.
- b) Refrain from any behavior that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious. Types of behavior that constitute harassment include, but are not limited to:
  - i. Written or verbal abuse, threats or outbursts;
  - The display of visual material which is offensive or which one ought to know is offensive;
  - iii. Unwelcome remarks, jokes, comments, innuendos or taunts;
  - iv. Leering or other suggestive or obscene gestures:
  - v. Condescending or patronizing behavior which is intended to undermine selfesteem, diminish performance or adversely affect working conditions;
  - vi. Practical jokes which cause awkwardness or embarrassment, endanger a person's safety or negatively affect performance;
  - vii. Any form of hazing;
  - viii. Unwanted physical contact including touching, petting, pinching or kissing;
  - ix. Unwelcome sexual flirtations, advances, requests or invitations;
  - x. Physical or sexual assault;
  - xi. Behaviors such as those described above that are not directed towards individuals or groups but have the same effect of creating a negative or hostile environment; or
  - xii. Retaliation or threats of retaliation against an individual who reports harassment.
- c) Refrain from any behavior that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favors, or conduct of a sexual nature. Types of behavior that constitute sexual harassment include, but are not limited to:
  - Sexist jokes:
  - ii. Display of sexually offensive material;
  - iii. Sexually degrading words used to describe a person;
  - iv. Inquiries or comments about a person's sex life;
  - v. Unwelcome sexual flirtation, advance or propositions;
  - vi. Persistent unwanted contact;
  - vii. Sexual assault.
- d) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities.
- e) In the case of adults, avoid consuming alcohol in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcoholic beverages in adult-oriented social situations associated with ASSA events.
- f) Respect the property of others and not willfully cause damage.
- g) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods.
- h) Comply at all times with the Constitution, Bylaws, policies, rules and regulations of the ASSA, as adopted and amended from time to time.
- i) Adhere to all Federal, Provincial, Municipal or host country laws.
- j) Refrain from recruiting Individuals by way of contacting any Individual regarding the possible transfer of the Individual from one Affiliate Club to another. Any communications will require the prior written approval of the Individual's originating Affiliate Club. Once a transfer is complete, both Affiliate Clubs will be fully cooperative in the exchange of information in the best interests of the Individual.



# Coaches

- 8. In addition to paragraph 7 above, Coaches have additional responsibilities. The athlete-coach relationship is a privileged one and plays a critical role in the personal as well as athletic development of their athletes. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it. Coaches will at all times:
  - a) Follow the most current version of the CSCTA Code of Professional Conduct
  - Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability and fitness level of athletes, including educating athletes as to their responsibilities in contributing to a safe environment;
  - Prepare athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that my harm athletes;
  - Avoid compromising the present and future health of athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment and management of athletes' medical and psychological problems;
  - e) Under no circumstances provide, promote or condone the use of drugs or performance-enhancing substances;
  - f) Accept and promote athletes' personal goals and refer athletes to other coaches and sports specialists as appropriate and as opportunities arise;
  - g) At no time engage in an intimate or sexual relationship with an athlete of under the age of 18 years and at no time engage in an intimate or sexual relation with an athlete over the age of 18 if the coach is in a position of power, trust or authority over the athlete.
  - h) Where an athlete has qualified for a training camp, provincial team, national team, etc., the Coach will support the program, applicable coaching staff and the ASSA.
  - i) Give athletes the opportunity to discuss and contribute to proposed training and performance standards as appropriate. Provide athletes and the parents/guardians of athletes who are minors with the information necessary to be involved in the decisions that affect the athlete as appropriate;
  - Refrain from intervening inappropriately in personal affairs that are outside the generally accepted jurisdiction of a coach;
  - k) Act in the best interest of the athlete's development as a whole person:
  - I) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy); informed participation and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights.

# **Athletes**

- 9. In addition to paragraph 7 above, Athletes will have additional responsibilities to:
  - a) Report any medical problems in a timely fashion, where such problems may limit the athlete's ability to travel, train or compete.
  - b) Participate and appear on time in all competitions, practices, training sessions, events, activities or projects.
  - c) Properly represent themselves and not attempt to enter a competition for which they are not eligible, by reason of age, classification or other reasons.
  - d) Adhere to the ASSA's rules and requirements regarding clothing and equipment.

Officials

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- In addition to paragraph 7 above, Officials will have additional responsibilities to:
  - a) Follow the most current version of the Swim Alberta Officials Code of Conduct;
  - b) Be fair and objective;
  - c) Avoid situations which a conflict of interest may arise;
  - d) Make independent judgments.

# Parents/Guardians and Spectators

- 11. In addition to paragraph 7 above, Parents/Guardians of ASSA Members and Spectators at events will:
  - a) Never question an officials' or ASSA staffs' judgment or honesty;
  - b) Encourage athletes to play by the rules and to resolve conflicts without resorting to hostility or violence;
  - c) Condemn the use of violence in any form;
  - d) Never ridicule a participant for making a mistake during a performance or practice;
  - e) Provide positive comments that motivate and encourage participants continued effort;
  - Respect the decisions and judgments of officials, and encourage athletes to do the same;
  - g) Support all efforts to remove verbal and physical abuse, coercion, intimidation and sarcasm from sport;
  - h) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers who give their time to the sport;
  - i) Refrain from the use of bad language, nor harass competitors, coaches, officials, parents/guardians or other spectators.



# HAZING POLICY

#### Purpose

ASSA seeks to promote a safe environment where swimmers, coaches and volunteers may
participate in activities and programs of the member clubs or the association without
compromising their health, safety or welfare. It is, therefore, ASSA's policy that hazing is
prohibited. The impact of hazing activities can result in irrevocable harm to its victims, their
families and the swimming community.

# Responsibility

2. Prevention of hazing is the responsibility of every member of the swimming community. Each club, as well as each individual, must accept the personal obligation to uphold the basic community values of being just, civil and respectful of the rights of others. "Hazing" refers to any activity expected of someone joining a group (or to maintain full status in a group) that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate.

# Application of this Policy

- 3. ASSA's Case Manager will coordinate an investigation into a complaint in accordance with the ASSA Discipline and Complaints Policy.
- 4. The ASSA Discipline and Complaints Policy shall govern all proceedings involving such a complaint.
- 5. Sanctions, if appropriate, will be imposed in accordance with the Discipline and Complaints Policy.
- 6. ASSA will report to law enforcement any complaint of hazing involving criminal conduct that creates a substantial risk to the health or safety of any person in the swimming community. Such reporting shall include, but not be limited to:
  - a) criminal homicide,
  - b) sex offences,
  - c) robbery,
  - d) aggravated assault,
  - e) burglary,
  - f) motor vehicle theft,
  - g) arson,
  - h) liquor law violations,
  - i) drug law violations, and
  - j) Illegal weapons possession.

#### **Examples of Hazing**

7. The following are some examples of hazing divided into three categories: subtle, harassment, and violent. It is impossible to list all possible hazing behaviours because many are context-specific. While this is not an all inclusive list, it provides some common examples of hazing traditions.



HAZING POLICY

# Subtle Hazing:

- 8. Behaviours that emphasize a power imbalance between new members/rookies and other members of the group or team. Termed "subtle hazing" because these types of hazing are often taken-for-granted or accepted as "harmless" or meaningless. Subtle hazing typically involves activities or attitudes that breach reasonable standards of mutual respect and place new members/rookies on the receiving end of ridicule, embarrassment, and/or humiliation tactics. New members/rookies often feel the need to endure subtle hazing to feel like part of the group or team. (Some types of subtle hazing may also be considered harassment hazing).
- 9. Some Examples Include:
  - a) Deception
  - b) Assigning demerits
  - c) Silence periods with implied threats for violation
  - d) Deprivation of privileges granted to other members
  - e) Requiring new members/rookies to perform duties not assigned to other members
  - f) Socially isolating new members/rookies
  - g) Line-ups and Drills/Tests on meaningless information
  - h) Name calling
  - i) Requiring new members/rookies to refer to other members with titles (e.g. "Mr.," "Miss") while they are identified with demeaning terms
  - j) Expecting certain items to always be in one's possession

# Harassment Hazing

- 10. Behaviours that cause emotional anguish or physical discomfort in order to feel like part of the group. Harassment hazing confuses, frustrates, and causes undue stress for new members/rookies. (Some types of harassment hazing can also be considered violent hazing).
- 11. Some Examples Include:
  - a) Verbal abuse
  - b) Threats or implied threats
  - c) Asking new members to wear embarrassing or humiliating attire
  - d) Stunt or skit nights with degrading, crude, or humiliating acts
  - e) Expecting new members/rookies to perform personal service to other members such as carrying books, errands, cooking, cleaning etc
  - f) Sleep deprivation
  - g) Sexual simulations
  - h) Expecting new members/rookies to be deprived of maintaining a normal schedule of bodily cleanliness.
  - i) Be expected to harass others

#### Violent Hazing

- 12. Behaviours that have the potential to cause physical and/or emotional, or psychological harm.
- Some Examples Include:
  - a) Forced or coerced alcohol or other drug consumption
  - b) Beating, paddling, or other forms of assault
  - c) Branding
  - d) Forced or coerced ingestion of vile substances or concoctions



- e) Burning
- f) Water intoxication
- g) Expecting abuse or mistreatment of animals
- h) Public nudity
- i) Expecting illegal activity
- j) Bondage
- k) Abductions/kidnaps
- I) Exposure to cold weather or extreme heat without appropriate protection



#### CONFLICT OF INTEREST POLICY

#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "ASSA" Alberta Summer Swimming Association.
  - b) "Conflict of Interest" A situation where an individual, or the organization representing an individual, has a real, potential or perceived direct or indirect interest is competing with ASSA's interests, resulting in a real or seeming incompatibility between one's private interests and one's fiduciary duties to ASSA.
  - c) "Member"- All categories of membership defined in the ASSA Bylaws, as well as all individuals engaged in activities with ASSA, including but not limited to, directors, officers, committee members, coaches, officials, volunteers, and administrators.
  - d) "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.
  - e) "Pecuniary Interest" An interest that an individual, or an organization represented by an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual or organization, or another person with whom that individual is associated.
  - f) "Perceived Conflict of Interest" A perception by an informed person that a conflict of interest exists or may exist.
  - g) "Person" Any ASSA Member, family member, friend, customer, client, sponsor, colleague, legal person or organization.

# Purpose and Application

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

# Obligations

- 4. Members will fulfill the requirements of this policy. Members 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 ASSA;
  - Knowingly place themselves in a position where they are under obligation to any Person who might benefit from special consideration, or who might seek, in any way, preferential treatment;
  - In the performance of their official duties, accord preferential treatment to any Person in which Members have an interest, financial or otherwise;
  - d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with ASSA, where such information is confidential or is not generally available to the public;
  - 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 ASSA, or in which they have an advantage or appear to have an advantage on the basis of their association with ASSA;
  - f) Use ASSA property, equipment, supplies or services for activities not associated with the performance of official duties with ASSA without the permission of ASSA;
  - g) Place themselves in positions where they could, by virtue of being a Member, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or



h) Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Member.

#### Disclosure of Conflict of Interest

- On an annual basis, all Members will complete a written statement disclosing any real or perceived conflicts that they might have to the ASSA immediately following the Annual General Meeting.
- 6. At any time that a Member becomes aware that there may exist a real or perceived conflict of interest, they will disclose this conflict to the Board of Directors immediately.

# Reporting a Conflict of Interest

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

# Resolving Complaints of a Real or Perceived Conflict of Interest

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

# Resolving Conflicts in Decision-making

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

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- d) The Member is not included in the determination of quorum for the proposed decision or transaction; and
- e) The decision or transaction is in the best interests of ASSA.

# Decision Final and Binding

16. Any decision of the Board of Directors in accordance with this Policy may be appealed in accordance with the ASSA's Appeal Policy.



#### CONFIDENTIALITY POLICY

# Purpose

1. The purpose of this policy is to ensure the protection of Confidential Information that is proprietary to ASSA by making all ASSA Members aware that there is an expectation to act at all times appropriately and consistently with this policy.

# Application of this Policy

2. This policy applies to all categories of membership within ASSA, as well as all individuals employed (including contract personnel) by or engaged in activities with ASSA, including but not limited to, directors, committee members, athletes, coaches, classifiers, officials, referees, volunteers, officers, managers and administrators (hereinafter "ASSA Representatives").

# Responsibilities

- ASSA Representatives will not, either during the period of their involvement/employment or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
- ASSA Representatives will not publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information, without the express written consent of ASSA.
- 5. ASSA Representatives will not use, reproduce or distribute such Confidential Information or any part thereof, without the express written consent of ASSA.
- 6. All files and written materials relating to Confidential Information of ASSA will remain the property of ASSA and upon termination of involvement/employment with ASSA or upon request of ASSA, the ASSA Representative will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.
- 7. The term "Confidential Information" includes, but it not limited to the following:
  - a) Personal Information of ASSA Members and Representatives, including but not limited to, name, address, e-mail, telephone number, cell phone number, date of birth and financial information:
  - b) ASSA intellectual property and proprietary information related to the programs, fundraisers, business or affairs of ASSA and any of its divisions, including, but not limited to, procedures, business methods, forms, policies, business, marketing and development plans, advertising programs, creative materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, software, financial information and information that is not generally or publicly known and distributed.

# Intellectual Property

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



# Enforcement

9. A breach of any provision in this policy may give rise to discipline in accordance with ASSA's Discipline and Complaints policy or legal recourse.



#### DISCIPLINE AND COMPLAINTS POLICY

#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "ASSA" Alberta Summer Swimming Association.
  - b) "ASSA Member"- All categories of membership defined in the ASSA Bylaws, as well as all individuals employed by or engaged in activities with ASSA, including but not limited to, directors, officers, committee members, swimmers, coaches, officials, referees, volunteers, and administrators.
  - c) "Complainant" The party alleging an infraction
  - d) "Days" Days excluding weekends and holidays.
  - e) "Respondent" The alleged infracting party.

# Purpose & Application

- 2. Membership in ASSA, as well as participation in its activities, brings with it many benefits and privileges. At the same time, ASSA Members and participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the ASSA Bylaws, rules and regulations, policies, procedures. Irresponsible behavior by ASSA Members can result in severe damage to the integrity of ASSA. Conduct that violates these values may be subject to sanctions pursuant to this policy.
- 3. This Policy applies to all ASSA Members.
- 4. This Policy only applies to discipline matters that may arise during the course of ASSA's business, activities and events, including but not limited to, competitions, practices, training camps, travel and any meetings.
- 5. Discipline matters and complaints arising within the business, activities or events organized by entities other than ASSA will be dealt with pursuant to the policies of those other entities, unless accepted by ASSA, in its sole discretion, should such discipline matters and complaints adversely affect relationships within ASSA's work and sport environment or be detrimental to the image and reputation of ASSA, the matter or complaint shall be dealt with in this policy.

# Reporting a Complaint & Discipline Procedure

- Any ASSA Member may report to the ASSA President any complaint of an infraction by an ASSA Member. Such a complaint must be signed and in writing, and must be filed within fourteen (14) days of the alleged incident. Anonymous complaints may be accepted upon the sole discretion of ASSA.
- 7. A Complainant wishing to file a complaint beyond the fourteen (14) days must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the notice of complaint outside the fourteen (14) day period will be at the sole discretion of ASSA. This decision may not be appealed.

#### Case Manager

8. Upon receipt of a complaint, ASSA will appoint a Case Manager to oversee management and administration of complaints submitted in accordance with this Policy and such appointment is not appealable. The Case Manager is not required to be a member of ASSA. The Case



Manager has an overall responsibility to ensure procedural fairness is respected at all times in this Policy, and to implement this Policy in a timely manner. More specifically, the Case Manager has a responsibility to:

- a) Determine whether the complaint is within the jurisdiction of this Policy or is frivolous or vexatious. If the Case Manager determines the complaint is frivolous or vexatious or outside the jurisdiction of this Policy, the complaint will be dismissed immediately. The Case Manager's decision to the acceptance or dismissal of the complaint may not be appealed.
- b) Determine if the complaint is a minor or major infraction;
- c) Appoint the Panel, if necessary, in accordance with this Policy;
- d) Determine the format of the hearing;
- e) Coordinate all administrative aspects of the complaint;
- f) Provide administrative assistance and logistical support to the Panel as required; and
- g) Provide any other service or support that may be necessary to ensure a fair and timely proceeding.
- The Case Manager will inform the Parties if the incident is to be dealt with as a minor or major infraction. The matter will be dealt with according to the applicable section relating to the minor or major infraction.
- 10. This Policy does not prevent an appropriate person (the appropriate person may include, but is not restricted to: staff, officials, coaches, organizers, or ASSA decision makers) having authority from taking immediate, informal or corrective action in response to behavior that constitutes either a minor or major infraction. Further sanctions may be applied in accordance with the procedures set out in this Policy.

# **Minor Infractions**

- 11. Minor infractions are single incidents of failing to meet the expected standards of conduct that generally do not result in harm to others, ASSA or to the sport of competitive swimming. Examples of minor infractions include, but are not limited to, a single incident of:
  - a) Un-sportsmanlike conduct;
  - b) Disrespectful comments or behavior directed towards others; and
  - c) Non-compliance with ASSA bylaws, policies, procedures, rules, regulations and directives of ASSA.
- 12. All disciplinary situations involving minor infractions will be dealt with by the appropriate person having authority over the Member involved; this person may include, but is not restricted to, a board member, staff, officials, coaches, organizers, or ASSA decision makers.

# Discipline Procedures

13. Discipline Procedures for dealing with minor infractions will be informal as compared to those for major infractions and will be determined at the discretion of the person responsible for discipline of such infractions (as noted above in section 11). Provided that the Respondent, being disciplined, is told the nature of the infraction and has an opportunity to make written or oral submissions and any other pertinent information concerning the incident.

# Discipline Sanctions

- 14. Discipline Sanctions: The following disciplinary sanctions may be applied, singly or in combination, for minor infractions:
  - a) Verbal and/or written warning;
  - b) Verbal and/or written apology;
  - Service or other voluntary contribution to ASSA;
  - d) Removal of certain privileges of membership for a designated period of time;
  - e) Suspension from the current competition, activity or event; or



- f) Any other sanction considered appropriate for the offense.
- 15. Minor infractions that result in discipline will be recorded and maintained by ASSA. Repeat minor infractions may result in further incidents being considered a major infraction.

# **Major Infractions**

- 16. Major infractions are instances of failing to meet the expected standards of conduct that result, or have the potential to result, in harm to other persons, to ASSA or to the sport of summer swimming.
- 17. Examples of major infractions include, but are not limited to:
  - a) Intentionally damaging ASSA property;
  - b) Improperly handling ASSA monies;
  - c) Incidents of physical abuse;
  - d) Pranks, jokes or other activities that endanger the safety of others, including hazing;
  - e) Disregard for the bylaws, policies, rules, regulations and directives of ASSA;
  - f) Conduct that intentionally damages the image, credibility or reputation of ASSA;
  - g) Behavior that constitutes harassment, sexual harassment or sexual misconduct; or
  - h) Abusive use of alcohol, any use or possession of alcohol by minors, use or possession of illicit drugs and narcotics.
  - i) Repeated Minor Infractions;
- 18. Major infractions will be decided using the disciplinary procedures set out in this policy, except where a dispute resolution procedure contained within a contract or other formal written agreement takes precedence.
- 19. Major infractions occurring during competition, training or events, may be dealt with immediately, if necessary, by an appropriate person having authority. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity or event only. Further sanctions may be applied but only after review of the matter in accordance with the procedures set out in this Policy. This review does not replace the appeal provisions of this Policy.

# Procedure for Major Infraction Hearing

- 20. Should the Case Manager be satisfied that the complaint is a major infraction, the Case Manager will
  - a) In accordance with the Dispute Resolution Policy, where appropriate and where disputing parties agree that such a course of action would be mutually beneficial, pursue facilitation and Mediation
  - b) Establish a Panel consisting of 1 or 3 Adjudicators to hear the complaint.
- 21. The Case Manager will determine the format of the hearing, which may involve an oral hearing in person, an oral hearing by telephone, a hearing based on written submissions or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:



- a) The hearing will be held within the appropriate time determined by the Case Manager.
- b) The Parties will be given appropriate 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 shall be provided to all Parties in advance of the hearing in accordance with the appropriate timeline.
- Both Parties may be accompanied by a representative or adviser, including legal counsel.
- e) The Panel may request that any other individual participate and give evidence at the hearing.
- f) 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.
- g) Decisions will be by majority vote.

#### Panel Decision

- 22. After hearing the matter, the Panel will determine whether an infraction has occurred and if so what appropriate sanction to be imposed. The Panel's written decision, with reasons, will be distributed to all parties, the Case Manager and ASSA within fourteen (14) days of the conclusion of the hearing. The decision will be considered a matter of public record unless decided otherwise by the Panel. Where the Respondent acknowledges and admits the facts of the incident, he or she may waive the hearing, in which case the Panel will determine the appropriate disciplinary sanction. The Panel may hold a hearing for the purpose of determining an appropriate sanction.
- 23. If the Respondent chooses not to participate in the hearing, the hearing will proceed in any event.
- 24. In fulfilling its duties, the Panel may obtain independent advice.

#### Sanctions

- 25. The Panel may apply the following disciplinary sanctions singly or in combination, for major infractions:
  - a) Verbal and/or written warning;
  - b) Verbal and/or written apology;
  - c) Service or other voluntary contribution to ASSA;
  - d) Removal of certain privileges of membership;
  - e) Suspension from certain ASSA teams, events and/or activities;
  - f) Suspension from all ASSA activities for a designated period of time;
  - g) Expulsion from ASSA;
  - h) Other sanctions as may be considered appropriate for the offense.
- 26. In applying sanctions, the Disciplinary Panel may have regard to the following aggravating or mitigating circumstances:
  - a) the individual's acknowledgment of responsibility,
  - b) the individual's extent of remorse,
  - c) the age, maturity or experience of the individual, and
  - d) the individual's prospects for rehabilitation.
- 27. Unless the Panel decides otherwise, any disciplinary sanctions will commence immediately. Failure to comply with a sanction as determined by the Panel will result in automatic suspension of membership in ASSA until such time as compliance occurs.

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28. A written record will be maintained by ASSA at their head office for major infractions that result in a sanction.

# **Serious Infractions**

- 29. ASSA may determine that an alleged incident is of such seriousness as to warrant suspension of the Respondent pending a hearing and a decision of the Panel.
- 30. Notwithstanding the procedures set out in this policy, any member who is convicted of a criminal offense involving sexual exploitation, invitation to sexual touching, sexual interference or sexual assault, shall face automatic suspension from participating in any activities of ASSA for a period of time corresponding to the length of the criminal sentence imposed by the Court, and may face further disciplinary action by ASSA in accordance with this policy.

# **Timelines**

31. If the circumstances of the complaint are such that this policy will not allow a timely conclusion, or if the circumstances of the complaint are such the complaint cannot be concluded within the time dictated in this Policy, the Panel may direct and set what it considers, in its sole discretion appropriate time.

# Confidentiality

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

# Appeals Procedure

33. The decision of the Panel may be appealed in accordance with the ASSA's Appeal Policy.



# DISPUTE RESOLUTION POLICY

#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "ASSA" Alberta Summer Swimming Association.
  - b) "ASSA Member"- All categories of membership defined in the ASSA Bylaws, as well as all individuals employed by or engaged in activities with ASSA, including but not limited to, directors, officers, committee members, swimmers, coaches, officials, referees, volunteers, and administrators.

# Purpose & Application

- ASSA supports the principles of Alternate Dispute Resolution (ADR) and is committed to the
  techniques of negotiation, facilitation, mediation and arbitration as effective ways to resolve
  disputes with and among members, and to avoid the uncertainty, costs and other negative
  effects associated with litigation.
- 3. Any individual who is a parent/guardian of a Swimmer Member under the age of eighteen (18), an elected or appointed Director of the ASSA, a Club Member director registered with the ASSA, an official registered on the Alberta Officials Database or a volunteer.
- 4. ASSA encourages all ASSA Members to communicate openly and to collaborate in using problem-solving and negotiation techniques to resolve their differences. In almost all cases a negotiated settlement is preferable to any outcome achieved through other dispute resolution techniques, and negotiated resolutions to disputes with and among ASSA Members are strongly encouraged.
- 5. This Policy applies to all ASSA Members as defined in the Definitions.

# Facilitation and Mediation

- 6. Opportunities for facilitation and mediation may be pursued at any point in a dispute within ASSA where it is appropriate and where the disputing parties agree that such a course of action would be mutually beneficial.
- 7. The costs of mediation will be shared equally by the parties.

# Arbitration

- 8. In the event that a dispute persists after all other ASSA internal remedies have been exhausted including negotiation, facilitation, mediation and/or appeals, the parties may, upon mutual consent, pursue opportunities for arbitration.
- 9. Where arbitration is pursued, it will be done using trained arbitrators who are acceptable to the parties.
- 10. The parties involved in a dispute may also mutually agree to bypass internal avenues of dispute resolution, including appeals, and may directly pursue opportunities for arbitration.
- 11. Where a dispute is referred to arbitration, all parties to the original dispute will become parties to the arbitration and will share the costs equally.



12. The parties to arbitration will enter into a written Arbitration Agreement that will specify that the decision of the arbitrator will be final and binding upon the parties and not subject to any further review by any court or any other body.

# No Legal Action

13. No action, application for judicial review or other legal proceeding will be commenced against ASSA respecting a dispute, unless the remedies afforded by this policy have not been offered or have been exhausted. In no case may a party pursue legal action against ASSA in respect of arbitration, for which the parties have entered into a written Arbitration Agreement.

# Confidentiality

14. The dispute resolution process is confidential involving only the Parties, the Case Manager and the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.



# APPEAL POLICY

#### **Definitions**

- 1. These terms will have these meanings in this policy:
  - a) "Appellant"- The party appealing a decision.
  - b) "ASSA" Alberta Summer Swimming Association.
  - c) "ASSA Member"- All categories of membership defined in the ASSA Bylaws, as well as all individuals employed by or engaged in activities with ASSA, including but not limited to, directors, officers, committee members, swimmers, coaches, officials, referees, volunteers, and administrators.
  - d) "Days" Days excluding weekends and holidays.
  - e) "Respondent" The body whose decision is being appealed.

# **Purpose**

2. The purpose of this Policy is to enable disputes with ASSA Members to be dealt with fairly, expeditiously and affordably, within ASSA and without recourse to external legal procedures.

# Scope and Application of this Policy

- 3. Any ASSA Member will have the right to appeal a decision of the ASSA Board of Directors, any committee of ASSA, or any body or individual who has been delegated authority to make decisions on behalf of ASSA, provided there are sufficient grounds for the appeal as set out in Section 8 of this Policy subject to the limits in Section 6 and 10 of this Policy.
- 4. This Policy will apply to decisions relating to conflict of interest, eligibility, selection, discipline, membership or any other matter deemed appropriate by ASSA.
- 5. This Policy will not apply to decisions relating to:
  - a) Infractions for doping offences which are dealt with pursuant to the Canadian Anti-Doping Program or any successor policy;
  - b) The rules of swimming or disputes over competition rules;
  - c) Policies and procedures established by entities other than ASSA;
  - d) Issues of operational structure, staffing, employment or volunteer opportunities;
  - e) Commercial matters;
  - f) Issues of budgeting and budget implementation;
  - g) Discipline matters and decisions arising during events organized by entities other than ASSA, which are dealt with pursuant to the policies of these other entities;
  - h) Disputes arising within competitions which have their own appeal procedures; and
  - i) Any decisions made under Sections 6 and 9 of this Policy.

# Timing of Appeal

- 6. ASSA Members who wish to appeal a decision will have fourteen (14) days from the date on which they received notice of the decision, to submit in writing to the ASSA President the following:
  - a) Notice of their intention to appeal;
  - b) Contact information of the Appellant;
  - c) Name of the Respondent;
  - d) Grounds for the appeal;
  - e) Detailed reason(s) for the appeal;
  - f) All evidence that supports the reasons and grounds for an appeal;
  - g) The remedy or remedies requested, and



- h) A payment of two hundred fifty dollars (\$250), which is non-refundable, payable to "ASSA".
- 7. Any party wishing to initiate an appeal beyond the fourteen (14) day period must provide a written request stating reasons for an exemption to the requirement of Section 6 Timing of Appeal. The decision to allow, or not to allow an appeal outside the 14-day period will be at the sole discretion of the Case Manager appointed by ASSA. The Case Manager's decision in this matter may not be appealed.

# **Grounds for Appeal**

- 8. Not every decision may be appealed. Decisions may only be appealed, and appeals may only be heard, on procedural grounds. Procedural grounds are strictly limited to the Respondent:
  - a) Making a decision for which it did not have authority or jurisdiction as set out in the Respondent's governing documents;
  - b) Failing to follow procedures as laid out in the bylaws or approved policies of ASSA;
  - c) Making a decision that was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views or that the decision was influenced by factors unrelated to the substance or merits of the decision; and/or
  - d) Making a decision that was grossly unreasonable.
- 9. The Appellant will bear the onus of proof in the appeal, and thus must be able to demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in Section 8 Grounds for Appeal.

# Case Manager

- 10. ASSA will appoint a Case Manager to oversee the management and administration of appeals submitted in accordance with this Policy. The Case Manager has an overall responsibility to ensure procedural fairness is respected at all times in this Policy, and to implement this Policy in a timely manner. More specifically, the Case Manager has a responsibility to:
  - a) Determine if appeals lie within the jurisdiction of this Policy;
  - b) Determine if appeals are brought in a timely manner;
  - c) Determine if appeals are brought on permissible grounds;
  - d) Appoint the tribunal to hear appeals;
  - e) Determine the format of the appeal hearing;
  - f) Coordinate all administrative and procedural aspects of the appeal;
  - g) Provide administrative assistance and logistical support to the tribunal as required; and
  - h) Provide any other service or support that may be necessary to ensure a fair and timely appeal proceeding.

# Screening of Appeal

11. Upon receipt of the notice and grounds of an appeal and the required fee, the Case Manager will review the appeal and will decide whether or not there are sufficient grounds for an appeal. If the Case Manager is satisfied that there are not sufficient grounds for an appeal, the parties will be notified in writing, stating reasons. If the Case Manager is satisfied that there are sufficient grounds for an appeal, then a hearing will take place. This decision is at the sole discretion of the Case Manager and may not be appealed.

#### Appeals Panel



12. If the Case Manager is satisfied that there are sufficient grounds for an appeal, the Case Manager will establish an Appeals Panel (the "Panel") consisting of a single Adjudicator to hear the appeal. In extraordinary circumstances, and at the discretion the Case Manager, a Panel of three persons may be appointed to hear and decide an appeal and in this event, the Case Manager will appoint one of the Panel's members to serve as the Chair.

# **Appeal Hearing Procedure**

- 13. The Case Manager will determine the format of the hearing, which may involve an oral hearing in person, an oral hearing by telephone, a hearing based on written submissions or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:
  - The hearing will be held within the appropriate timeline determined by the Case Manager.
  - b) The Parties will be given reasonable notice of the day, time and place of the hearing.
  - c) Copies of any written documents which the Parties wish to have the Panel consider will be provided to all Parties in advance of the hearing in accordance with the appropriate timeline.
  - d) A representative or adviser, including legal counsel, may accompany both Parties.
  - e) The Panel may request that any other individual participate and give evidence at the hearing.
  - f) 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.
  - g) In the situation where a Panel consisting of three persons conducts the hearing, a quorum will be all three and decisions will be by majority vote.

# **Appeal Panel Decision**

- 14. Within fourteen (14) days of concluding the appeal, the Panel will issue its written decision, with reasons. 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; or
  - Uphold the appeal and refer the matter back to the initial decision-maker for a new decision: or
  - c) To uphold the appeal and vary the decision.
- 15. The decision will be considered a matter of public record. A copy of this decision will be provided to the Parties and to ASSA. Where time is of the essence, the Panel may issue a verbal decision or a summary written decision, with reasons to follow, provided the written decision with reasons is rendered with the appropriate timelines.

# Final and Binding Decision

- 16. The decision of the Panel will be binding on the parties and on all ASSA Members, subject only the ASSA Dispute Resolution Policy.
- 17. No action or legal proceeding will be commenced against ASSA or its members in respect of a dispute, unless ASSA has refused or failed to abide by the provisions for appeal and/or dispute resolution as set out in the ASSA policies.

# Confidentiality

18. The appeal process is confidential involving only the parties, the Case Manager and the Panel. Once initiated and until a written decision is released, none of the parties or the Panel will disclose confidential information relating to the appeal to any person not involved in the proceedings.



#### **ELECTION PROCEDURES POLICY**

#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "Policy" This Alberta Summer Swimming Association Elections Procedures Policy

# Purpose & Application

- 2. This Policy is intended to serve as a guide for the ASSA and ASSA Regions in setting up an election process for elections run outside of the ASSA Annual General Meeting.
- 3. This policies applies to all elections relevant to members of the Board of Directors

## **Election of Directors**

4. The election for elected Directors will proceed as outlined in the ASSA Bylaws. For the positions of Region Representative and Coaches Representative a sub-election shall be held using the procedures outlined in this policy. Once a winner is determined, they may be appointed as a Director.

# Election of Region Representatives

- 5. The following procedure shall be used to elect Region Representatives at the Annual Region's Meetings:
  - a) Nomination Any nomination of an individual for election will include the written consent of the nominee; written support of a voting delegate, and be submitted to the current Region Representative prior to the Regional Meeting.
  - b) Nominations from the Floor Nominations from the floor for elections may be accepted at the Annual Region's meetings and must include the consent of the nominee.
  - Address to the Membership All nominees for the positions of Region Representative will have the opportunity to address the Membership prior to elections.
  - d) Circulation of Nominations Valid nominations will be circulated to Voting Delegates at the Annual Region's Meetings prior to the elections.
  - e) Election The Clubs as represented by their Voting Delegates in each Region will elect two (2) individuals from the Region to act as Region Representatives.
  - f) Decision Elections will be decided by the Voting Delegates in accordance with the following:
    - i. Two Valid Nominations Winners declared by acclamation.
    - ii. Three or More Valid Nominations Winners are the two nominees receiving the greatest number of votes. In the case of a tie for second, the nominee receiving the fewest votes will be deleted from the list of nominees and a second vote will be conducted. If there continues to be a tie for second and more than two nominees, the nominee receiving the fewest votes will be deleted from the list of nominees and another vote conducted until two winners are declared. If only three nominees remain and there continues to be a tie, the winner will be decided by the Board of Directors by resolution.

# Election of Coaches Representative

- 6. The following procedure shall be used to elect the Coaches Representative:
  - (a) Nomination Any nomination of an individual for election will include the written consent of the nominee, written support of a Coach Member, and be submitted to the

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- Head Office or Board of Directors of the ASSA seven (7) days prior to the Annual General Meeting.
- b) Nominations from the Floor Nominations from the floor for elections may be accepted at the Annual General meeting and must include the consent of the nominee.
- Address to the Membership All nominees for the positions of Coaches Representative will have the opportunity to address the Membership prior to elections.
- d) Circulation of Nominations Valid nominations will be circulated to Coach Members no later than at the Annual General Meeting prior to the elections.
- e) Election The Coaches Representative will be elected by the Coach Members using the following method:
  - i. At the Annual General Meeting
- f) Decision Elections will be decided by the Coach Members in accordance with the following:
  - i. One Valid Nomination Winner declared by acclamation.
  - ii. Two or More Valid Nominations Winner is the nominee receiving the greatest number of votes. In the case of a tie, the nominee receiving the fewest votes will be deleted from the list of nominees and a second vote will be conducted. If there continues to be a tie and more than two nominees, the nominee receiving the fewest votes will be deleted from the list of nominees until their remains only two nominees or a winner is declared. If only two nominees remain and there continues to be a tie, the winner will be decided by the Board of Directors by resolution



## MEETING AGENDAS POLICY

## Annual General Meeting

- 1. The Agenda for the Annual General Meeting will at least include:
  - a) Call to order
  - b) Roll Call Identification of Voting Delegates
  - c) Establishment of Quorum
  - d) Approval of the Agenda
  - e) Declaration of any Conflicts of Interest
  - f) Adoption of Minutes of the previous Annual Meeting
  - g) Board, Committee and Staff Reports
  - h) Report of year-to-date Financial Statements
  - i) Business as specified in the meeting notice
  - j) New business
  - k) Announcement of date and location for upcoming season's Provincial Championship
  - I) Appointment of Scrutineers
  - m) Election of new Directors, in accordance with the terms described in the ASSA bylaws, policies and procedures
  - n) Appointment of new Directors, in accordance with the terms described in the ASSA bylaws, policies and procedures
  - o) Adjournment



## Annual Region's Meetings

- 2. The Agenda for the Annual Region's Meetings will at least include:
  - a) Call to Order
  - b) Roll Call Identification of Voting Delegates
  - c) Call to Order
  - d) Establishment of Quorum
  - e) Approval of Agenda
  - f) Declaration of any Conflicts of Interest
  - g) Adoption of Minutes of the previous Region Meeting
  - h) Region Representative Report
  - i) Business as specified in the meeting notice
  - j) New Business
  - k) Election of new Region Representative, in accordance with the terms described in the ASSA bylaws, policies and procedures
  - I) Adjournment

# Board of Directors Meetings

- 3. The Agenda for Board of Directors Meetings will at least include:
  - a) Call to order
  - b) Roll Call Identification of Voting Directors
  - c) Establishment of Quorum
  - d) Approval of the Agenda
  - e) Declaration of any Conflicts of Interest
  - f) Adoption of Minutes of the previous Board of Directors Meeting
  - g) Board, Committee and Staff Reports
  - h) Business as specified in the meeting notice
  - i) New business
  - j) Adjournment

Additionally, the Fall Board of Directors Meeting will also include at least the following:

- k) Report of year-end Financial Statements
- I) Appointment of External Accountant
- m) Presentation and Approval of Budget
- n) Setting the ASSA Membership Fees



## STAFF POLICY

#### Purpose & Application

- 1. To facilitate the operation of the ASSA, a number of individuals are employed to ensure the completion of certain duties. This Policy describes those individuals, their relationship with ASSA and their duties.
- 2. As per ASSA Bylaws, the Executive Committee will have the authority to, at its discretion but in accordance with the objects of ASSA to:
  - a) Create or eliminate staff positions as per the Staff Policy,
  - b) Hire and appoint staff and make financial decisions related to the hiring and appointment of staff

## Staff Positions

- 3. General Manager The General Manager is hired annually by the Hiring Committee. The duties of the General Manager shall include, but are not limited to:
  - a) Attending the Annual General Meeting,
  - b) Carrying out the duties described in the job description,
- 4. Provincial Registrar The Provincial Registrar is hired annually by the Hiring Committee. The duties of the Provincial Registrar shall include, but are not limited to:
  - a) Receiving annual applications and fees for ASSA Swimmer, Club and Coach membership
  - b) Maintaining a confidential record of ASSA Swimmer, Club and Coach Members in accordance with ASSA policies and the Alberta's Freedom of Information and Protection of Privacy Act
  - Receiving and authorizing applications for sanctioned swim meets sponsored by Club Members or the ASSA.
- 5. Provincial Meet Manager The Provincial Meet Manager is appointed annually by the Executive Committee. The duties of the Provincial Meet Manager shall include, but are not limited to:
  - a) Organize and conduct the Provincial Championship each year, ensuring that it is held in accordance with ASSA, Swim Alberta and SNC rules, regulations, policies and procedures.
  - b) Attend meetings of Members and Directors of the Association
  - c) Prepare a budget of revenues and expenditures for the Provincial Swim Meet to be approved by the Board at the Spring Board Meeting and presented to the membership at the Spring General Meeting.
  - d) Coordinate and liaise with the Officials Chairperson, Hy-Tek Manager, Website Manager and Coaches Representative on matters relating to the technical operations of the Provincial Championship
  - e) Present a written report at the Fall Board Meeting and submit an electronic copy to the Secretary.
- 6. Casino and Fundraising Manager The Casino and Fundraising Manager is appointed by the Executive Committee. The duties of the Casino and Fundraising Manager shall include, but are not limited to:
  - a) Organizing and coordinating the Casino fundraising event,

# Compensation

- 7. The Position of General Manager and Provincial Registrar shall be financially compensated, with the details outlined in their contract. Both positions may be filled by the same individual.
- 8. The following positions are volunteer based and shall not include financial compensation:
  - a) Provincial Meet Manager
  - b) Casino and Fundraising Manager



## **EXPENSE POLICY**

# Purpose & Application

1. To facilitate the financial operations of the ASSA, this Policy describes the expenses for events and individuals that will be assumed by the ASSA.

## **Events**

# Meetings of Members and Directors

- 2. The following list of items will be the financial responsibility of the ASSA:
  - a) Meeting room rental

# **Provincial Championship Meets**

- 3. The following list of items will be the financial responsibility of the ASSA:
  - a) Pool and room rental,
  - b) ASSA Provincial Championship meet equipment and office supplies as listed in the Provincial Championship Equipment Policy
  - c) Medallions for places 1 to 3 in each event,
  - d) Ribbons for places 4 to 16
  - e) Trophies and Awards as outlined in the Provincial Championship Equipment Policy
  - f) Kitty Boyle Mystery IM Prize as outlined in the ASSA Rules and Regulations
  - g) Lunch for working Officials and Coaches
  - h) Any other expenses as presented in the budget and approved by the Board and the General Meeting.

# Regional Championship Meets

- 4. The following list of items will be the financial responsibility of the ASSA:
  - a) The cost of Ribbons will be covered according to the following schedule:
    - i. Fourth (4th) place to sixth (6th) place for a 6 lane pool, or
    - ii. Fourth (4th) place to eighth (8th) place for an 8 lane pool.
- 5. Ribbons/ medals shall be ordered through the ASSA Office.
- 6. All other costs shall be borne by the participating clubs and or Region, i.e.: Medallions, food and hospitality, aggregate trophies (if any), etc
- 7. Medallions may be ordered through the ASSA Records and Trophies Chairperson.

# Alberta Age Group and Senior Provincials Long Course (All Star Team)

- 8. The following list of items will be covered by the ASSA for hired coaches up to a maximum total of \$2000:
  - a) Honorariums:
    - i. Head Coach: \$300
    - ii. Assistant Coach(es): \$200
  - b) Accommodation: basic rate of hotel to a maximum of \$150/night (including parking), when required, to attend the Alberta Age Group and Senior Provincials Long Course meet.



- c) Mileage: \$0.44 per kilometer for travel, or alternate travel expenses pre-approved by the ASSA President. To be eligible to claim mileage, the round trip travel distance must be a minimum of 50 km.
- d) Meals: Maximum for each meal being \$15 for breakfast, \$20 for lunch and \$30 for supper to a maximum of \$50 per day. No alcohol beverages will be re-reimbursed.
- 9. Coaches are expected to travel together whenever possible.
- 10. Coaches are expected to share hotel rooms whenever possible.
- 11. Honorariums shall be paid when expenses are claimed
- 12. To make a claim, coaches must submit to the ASSA Treasurer:
  - a) An expense claim detailing all incurred expenses
  - b) Accompanying receipts for ALL claimed items, except mileage.
- 13. Expense claims are subject to review and payment will be issued at the discretion of the ASSA Treasurer in accordance with this Policy.
- 14. Expense claims shall be submitted within 30 days of their incurrence.

# Casinos assigned to ASSA

- 15. When working as a volunteer for ASSA at the ASSA assigned Casino individual volunteers shall be reimbursed according to the AGLC Volunteer Event Expenses guidelines.
- 16. Volunteers expenses for the Casino event may be paid from the ASSA Casino account

## **Directors and Staff**

- 17. Director and Staff Expenses covered under this section shall be paid out of the ASSA General Account.
- 18. The following list of items will be covered by the ASSA for Directors and Staff except when attending a Casino hosted by the ASSA as a volunteer worker:
  - a) Accommodation: basic rate of hotel to a maximum of \$150/night (including parking), when required, to attend Board of Director, Executive Committee and/or Committee meetings.
  - b) Mileage: \$0.44 per kilometer for travel, or alternate travel expenses pre-approved by the ASSA President. To be eligible to claim mileage, the round trip travel distance must be a minimum of 50 km.
  - c) Meals: Maximum for each meal being \$15 for breakfast, \$20 for lunch and \$30 for supper to a maximum of \$50 per day. No alcohol beverages will be re-reimbursed.
  - d) Other Expenses:
    - Long distance telephone tolls and/or Postage and similar expenses incurred while conducting ASSA business
    - ii. Any expense approved by the board for the betterment of the ASSA
- 19. During the weekend of the Provincial Championship Meet the President, Officials Chair, Provincial Meet Manager's accommodation and meals (as per 18) will be covered for the entire meet. Additional expenses can be approved upon approval of the ASSA.
- 20. To make a claim. Directors and Staff must submit to the ASSA Treasurer:
  - a) An expense claim detailing all incurred expenses
  - b) Accompanying receipts for ALL claimed items, except mileage.
  - c) For mileage claims, the starting location and destination for all trips.



- 21. Expense claims are subject to review and payment will be issued at the discretion of the ASSA Treasurer in accordance with this Policy.
- 22. Expense claims shall be submitted within 30 days of their incurrence.

## Other

- 23. The cost of maintaining a storage space for the Provincial Championship Equipment and Trophies.
- 24. The costs of operating Head Office, including:
  - a) Telephone service,
  - b) Fax service,
  - c) Website hosting costs, and
  - d) Additional costs pre-approved by the Board
- 25. The cost of completing an annual financial review of the ASSA's financial statements



## **Donations Policy**

#### Definitions

- 1. The following terms have these meanings in this Policy:
  - a) "Trust Fund" Monies held in a trust; held legally by one party (the legal owner) for the benefit of another party (the equitable owner). The legal owner, or trustee, has the right of possession and the right of use of the monies, but must exercise those rights to the benefit of the equitable owner, or beneficiary.

# Purpose & Application

2. To outline the process and restriction on donations received by the ASSA.

#### Process

- 3. Any Individual, group or body corporate wishing to make a donation to the ASSA shall submit the following the ASSA President:
  - a) Reason for donating
  - b) Amount of donation
  - c) Proposed use of donation
  - d) Contact information of donor or donor's representative
- 4. Following the receipt of the above mentioned items, the ASSA President shall bring the information forward to the next meeting of Directors for approval of the donation.

## Restrictions

5. Trust Fund types of donations will not be accepted

## Use of Funds

6. Once ASSA receives a donation, the use of funds will be at the discretion of the ASSA; ASSA will administer the use of the funds for the betterment of the ASSA, with consideration given to the original purpose of the donation.



## ALL STAR TEAM OPERATIONS POLICY

# Purpose & Application

1. This Policy outlines the operational procedure for the ASSA All Star Team as it applies to various situations. It is mainly intended to outline the details associated with the administrative side of the team.

## **Implementation**

# Alberta Age Group and Senior Provincials Long Course

- 2. The Swim Alberta Summer Staff shall be employed to Manage the All Star Team, including:
  - a) Drafting and distributing of the All Star Team qualification standards and application process to all ASSA Members,
  - b) Collecting and processing qualifying athlete's registrations and meet entries
  - c) Drafting and distributing job postings for All-Star Team coaches to all ASSA coaches,
  - d) Ordering and distributing ASSA All Star Team equipment, including:
    - i. T-Shirts
    - ii. Swim Caps
  - e) Arranging All Star Team events outside of the meet, including:
    - i. Team Meeting
    - ii. Team Practice
    - iii. Team Dinner
    - iv. Team Photo
  - f) Oversee the team and assist coaching staff with team management throughout the meet.
  - g) Draft and post the All Star Team Report following the meet including a summary of team member performances
  - h) Compile and deliver a list of All-Star Team record breaking swims to the ASSA Records and Trophies Chairperson
- The ASSA shall designate one member of the board to work with Swim Alberta in selecting coaches.
- 4. Swim Alberta, on behalf of ASSA, will hire an ASSA Coach to fill the position of Head Coach with the All Star Team.
- 5. Swim Alberta, on behalf of the ASSA, will hire an additional ASSA Coach to fill the position of Assistant Coach with the All Star Team for every additional fifteen (15) swimmers beyond the first ten (10) that qualify for the All-Star Team (ie. 1-10 swimmers = 1 Head Coach; 10-25 swimmers = 1 Head Coach + 1 Assistant Coach; 25-40 swimmers = 1 Head Coach + 2 Assistant Coaches; etc.)
- Swim Alberta, on behalf of ASSA, will select a Mentor Coach to work with the ASSA All Star Team Coaching Staff. This Coach will ideally be an experienced year-round coach who excels in coach mentoring.
- 7. Swim Alberta, on behalf of ASSA, will encourage volunteer Coaches to participate with the All Star Team by assisting the hired coaching staff.
- 8. The Swim Alberta Summer Staff is not eligible for coaching positions with the All-Star Team.
- 9. Hired Coaches will be selected based on the following guidelines:



- a) ASSA Coaches will be considered first; in the event there are no suitable ASSA candidates other options may be explored.
- b) Selection is based primarily on qualifications and experience
- c) Past volunteer coaching with the All Star Team is considered an asset
- Compensation for hired coaches shall be issued in accordance with the ASSA Expense Policy.

# Age Group and Senior Nationals

11. ASSA shall offer support to swimmers who have qualified for the Age Group Nationals or Senior Nationals meet and are looking to attend, by assisting them in upgrading their memberships as needed and processing meet entries.

## Other Meets

12. ASSA shall offer support to swimmers who qualify to attend other year-round meets as set out in the ASSA Rules and Regulations are looking to participate in a year-round meet, by assisting them in upgrading their memberships as needed and processing meet entries.

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# Provincial Championship Equipment Policy

## Provincial Championship Equipment and Supplies

- 1. ASSA maintains an inventory of the following items for the purpose of running the Provincial Championship:
  - a) Medals
  - b) Ribbons
  - c) "ASSA Provincial Championship" Banner
  - d) Clipboards
  - e) Lap counters
  - f) Assorted Signs
  - g) Paper
  - h) Office supplies (Pens, pencils, markers, tape, staplers, paperclips, etc.)
  - i) Ribbon sorting box
  - j) ASSA Provincial Championship Pins & Bars in a wood box
- 2. ASSA shall fund the stocking and maintenance of the above mentioned inventory in accordance with the ASSA Expense Policy

## Trophies

- 3. ASSA shall maintain ownership of one large trophy for each trophy listed in the Provincial Championship Meet section of the ASSA Rules and Regulations. The purchase, engraving, maintenance and storage of these trophies shall be the responsibility of the ASSA
- 4. Clubs/Regions winning the Team/Region trophy(ies) may keep the ASSA trophy(ies) until the following ASSA Provincial Championship, when the trophy must be returned. Teams/Regions who fail to return the trophy(ies) will be responsible for the cost of a replacement(s).
- 5. Smaller giveaway trophies shall be purchased for the winners of the following awards:
  - a) ASSA Award of Excellence
  - b) Rachor Trophy

The purchase, engraving and delivery of these trophies shall be the responsibility of the ASSA.

## Storage

6. ASSA shall maintain a central storage location that is easily accessible, preferably at the Head Office, where the above mentioned Provincial Championship equipment, supplies and trophies will be stored.



#### PROVINCIAL CHAMPIONSHIP MERCHANDISE SALES POLICY

#### **Definitions**

- 1. The following terms have these meanings in this Policy:
  - a) "Member"- All categories of membership defined in the ASSA Bylaws
  - b) "Non-Member" A company, business, or individual who is not an ASSA Member

# Purpose & Application

2. This Policy outlines the opportunities, requirements and procedures for Members and Non-Members selling merchandise at the ASSA Provincial Championship.

## Merchandise Sales at the ASSA Provincial Championship Meet

- 3. The ASSA Meet Manager shall select volunteers to sell ASSA Provincial Championship Heat Sheets at the Provincial Championship Meet.
- 4. The ASSA Meet Manager may select a Member or Non-Member to sell additional items such as clothing, swimming equipment, food etc. provided such sales are permitted by the host facility.
- 5. When a Member secures the right to sell merchandise, the following guidelines shall apply:
  - a) The Member is responsible for ordering and purchasing their merchandise and deciding upon quantities, sizes, styles and selling prices,
  - b) The Member will work with the Provincial Meet manager to ensure an area is reserved for displaying and selling their merchandise,
  - c) The "float" for change is the responsibility of the Member,
  - d) One hundred percent (100%) of revenue collected from the sale of heat sheets and pins & bars shall be remitted to the ASSA.
  - e) The net income of sales on any additional items shall be split between the Member and the ASSA, where the Member shall receive seventy five percent (75%) and ASSA shall receive the remaining twenty five percent (25%) of the net income amount, and
  - f) The Member shall remit, within thirty (30) days of the completion of the Provincial Championship, the amounts detailed above.
- 6. When an Non-Member secures the right to sell merchandise, the following guidelines shall apply:
  - a) The Non-Member is responsible for ordering and purchasing their merchandise and deciding upon quantities, sizes, styles and selling prices.
  - b) The Non-Member will work with the Provincial Meet manager to ensure they reserve an area for displaying and selling their merchandise
  - c) The "float" for change is the responsibility of the Non-Member.
  - d) Prior to the start of the Provincial Championship, an agreement will be reached between the Non-Member and the Provincial Meet Manager for the terms of profit sharing, if any, and the method and timeline for remittance of any such funds to the ASSA.



# **ASSA Policies and Procedures**

## Meet Abandonment Policy for Regional Championships

# Purpose & Application

This Policy outlines the procedure meet management should follow in the event there are Cancellations due to Weather or any Other Unforeseen Circumstances

In the case of weather or any other unforeseen adverse circumstance that prohibits the start or continuation of a meet, the meet management, in consultation with meet referees, lifeguards/pool staff, and ASSA Executive will have the authority to "call" the meet (stop competition) on account of the circumstance. Such weather will involve the presence of lightning or thunder within sight or sound of an outdoor pool in which the competition is being held, or any other weather condition that could constitute a danger to participants/spectators. (Examples include tornado warnings or hazardous driving conditions.) Other unforeseen adverse circumstances will include any other circumstance that could constitute a danger to participants/spectators. (Examples include electrical, mechanical or structural failures, pool contamination, hazardous imbalances in pool chemistry, etc.)

## **Process**

The meet manager, in consultation with facility staff, will monitor weather conditions when lightning is probable.

In a case where a meet is called or cancelled because of weather or any other unforeseen adverse circumstance, awards will be determined based on the events completed to that point, providing that at least half of the events have been completed. Events partially swam will not be included in points tabulations.

Whether or not to refund monies to clubs for events not swam will be at the discretion of meet management.

When the meet that is called due to weather is Regional Championship Meet, the referees, in conjunction with ASSA Executive and coaches present at that meet, will determine the best course of action, prior to a decision to cancel the meet.

Swimmers unable to compete due to weather at a Regional Championship Meet will not be penalized. Where events have not been swum at a Regional Championship Meet, the top six times registered in the meet in each event not swam will be used to determine who will compete at Provincial Championships.

Swimmers must be in attendance and ready to swim, swimmers that scratch their events will not be eligible.

If the cancellation of the meet is called prior to warmups being swam, the top 6 registered for the race will not need to be in attendance.



#### EVENT AND AGE GROUP REVIEW POLICY

# Purpose & Application

 This Policy outlines the schedule, process and direction that ASSA will make changes, revisions and additions to the standard swimming events and age groups it offers to its members.

## **Review Schedule**

- 2. The ASSA Board shall, following the AGM in every Summer Olympic year, nominate a committee to complete an event and age group review.
- 3. The committee shall at least comprise of:
  - a) The Vice President, as the committee chairperson,
  - b) The Officials Chairperson
  - c) The Coaches Representative, and
  - d) The Website Manager (for database consultation purposes)
- 4. The completed review shall be presented with recommendation at the fall board meeting; further review, if needed shall be completed by the spring board meeting and all review items shall be presented to the members at the spring general meeting.

# **Proposed Direction**

#### General

5. All suggestions made below are proposed direction and subject to board review once the criteria are met. Under no circumstance is the ASSA, its board or members bound to the proposed direction outlined below in this policy.

# Age Group Swimming

- 6. The ASSA shall look to add a second distance for Individual Medley events granted the membership numbers can support additional events without critically eroding the competition depth in any given age group. Such addition could be a short and long IM for each age group from the 11&12 age group and up, where the Short IM would be a 100 metre event and the Long IM would be a 200 metre event.
- 7. The ASSA shall look to add 200 metre distances for Backstroke, Breaststroke and Butterfly events granted the membership numbers can support additional events without critically eroding the competition depth in any given age group. Such events could be introduced as "Open" age group events.

## Para-Swimming

8. As the membership and participation numbers in the Para-Swimming events increase, ASSA shall look to adding additional event distances in each stroke such that a "Short" and "Long" distance are available in each stroke.

# Masters Swimming

- 9. Once the membership in the 18&O category exceed one hundred (100) males and one hundred (100) females for the 18-24 year old members and one hundred (100) males and one hundred (100) females for 25 and older members, a 25&O age group shall be added and the 18&O shall become 18-24.
- 10. This progression shall occur again once the membership in the 25&O category exceed one hundred (100) males and one hundred (100) females for the 25-29 year old members and



one hundred (100) males and one hundred (100) females for 30 and older members. At this point, a 30&O age group shall be added and the 25&O shall become 25-29. This process shall repeat for the 30-34, 35-39, 40-44,... and so on (in 5 year increments) provided the membership number justify it.

11. Similarly, if the membership numbers decrease below one hundred (100) males and one hundred (100) females in any given age group that include members 18&O, a revision shall be considered to remove that age group by combining it with another.



## POLICIES AND PROCEDURES REVIEW POLICY

## Amendment of Policies and Procedures

- 1. Voting These Policies and Procedures may only be amended, revised, repealed or added to by a majority (50%+1) vote of the ASSA Directors present at a meeting of Directors duly called to amend, revise, or repeal these Policies and Procedures. Upon affirmative vote, any amendments, revisions, additions or deletions will be effective immediately.
- 2. Notice in Writing Notice in writing is to be delivered to the Board fourteen (14) days or more prior to the date of the meeting at which it is to be considered.
- 3. Waiver of Notice Notwithstanding any other provisions of the ASSA Bylaws or these Policies and Procedures, the notice provisions of this Policy item 2 may be waived by an affirmative vote of not less than three-fourths (3/4) of the Directors present.

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## Appendix A

# Appendix A - ASSA/Swim Alberta Fee Agreement

Swim Alberta shall collect Club Affiliation and Swimmer Registration Fees on behalf of ASSA. Of the Fees collected, Swim Alberta shall retain the amounts detailed below for the purpose of providing services, also detailed below, to the ASSA.

## Swim Alberta shall retain the following amounts

Swimmer Registration: \$15.00 per swimmer

#### Swim Alberta shall cover the following expenses on behalf of ASSA

- 1. Swimmer Registration with Swimming Canada: \$1/swimmer
- 2. Swimmer Insurance: \$6/swimmer (approx)
- 3. A single ASSA summer staff at a rate of up to \$12.50/hour for approximately 35 hours/week.
  - Note: the top up of higher pay rates shall be the responsibility of ASSA.
- 4. Computer and other related office hardware and software as needed.
- 5. Office Space and Office supplies (desk, telephone, stationary, pens, etc.)
- 6. Telephone and Internet service
- 7. Mailing/shipping supplies and Postage
- 8. All Star Team equipment (T-shirts and caps), practice (Pool Booking) and dinner
- 9. Photocopying

## ASSA shall be entitled to the following Swim Alberta resources and privileges

- Fee collection, banking (fee deposit) and accounting from the Swim Alberta Financial Manager
- 2. Organization and Administration of the All Star Team by the Swim Alberta Summer Staff
- 3. Affiliation and membership with Swimming Canada and the benefits associated within.
- 4. Affiliation and membership with Swim Alberta and the benefits associated within.
- Affiliation to the Alberta Coaches Council (ACC) and CSCTA, providing access for ASSA to coaches to become ACC and CSCTA members and be entitled to the inherent benefits.
- 6. Affiliation to the Alberta Officials Committee (AOC), providing access for ASSA officials to become provincially/nationally recognized officials through seminars and other various education/certification opportunities.
- 7. NCCP Coaching Education as provided by Swim Alberta to its members
- 8. Knowledge sharing and collaboration with Swim Alberta staff and the use resources available within and to the Swim Alberta office.
- 9. Affiliation to Alberta Masters Swimming and its members

This agreement is binding upon both the Alberta Summer Swimming Association and Swim Alberta once approved by the undersigned.

ASSA President	Swim Alberta President
· ·	
Date	Date
	North Carlotte
Approved 30 March 2019	
Approved: 30 March, 2019	



ASSA Treasurer	Swim Alberta Treasurer
Date	Date