

OAKVILLE AQUATIC CLUB (“OAK”) POLICY MANUAL

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POLICY MAINTENANCE

<u>Policy Title</u>	<u>Date of Last Review</u>
Code of Conduct and Ethics	August 2021
Abuse	February 2023
Investigations - Discrimination, Harassment and Abuse	March 2022
Discipline and Complaints	August 2021
Dispute Resolution	August 2021
Appeal	August 2021
Whistleblower	August 2021
Event Discipline	August 2021
Social Media Policy	August 2021
Human Resources Policy	August 2021
Conflict of Interest Policy	August 2021
Confidentiality Policy	August 2021
Equity and Access Policy	August 2021
Trans Inclusion Policy	August 2021
Concussion Policy	August 2021
Financial Policy	April 2022
Screening Policy	March 2022
Lobbying Policy	August 2021
Business Continuity Policy	August 2021
Records Retention Policy	January 2022
Policy Review Policy	August 2021
IT/ Security Policy	August 2021

Anti-Doping Policy	August 2021
Fundraising and Sponsorship Policy	August 2021
Risk Management Policy	August 2021
Volunteering Policy	August 2021
Strategic Planning Policy	August 2021
Fee Assistance Policy	August 2021
Insurance Policy	August 2021
Impairment and Accommodation Policy	August 2021
Health and Safety Policy	August 2021
Privacy Policy	August 2021
Team Travel Policy	February 2023
Accessibility Policy	August 2021
Right to Disconnect Policy	August 2022
Electronic Monitoring of Employees	November 2022

SEPARATE DOCUMENTS

<u>Title</u>	<u>Date of Last Review</u>
Bylaws	May 2018
Director's Handbook and Agreement	August 2019
Director's Information Package and Nomination Form	August 2019
Employee Agreement Template	August 2019
Contractor Agreement Template	August 2019
Athlete Agreement	August 2019
Selection Policy (Team)	August 2019
Committee Terms of Reference	August 2019

CODE OF CONDUCT AND ETHICS

Definitions

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

- a) *"Individuals"* – Individuals employed by, or engaged in activities with, OAK including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, parents and guardians and spectators at events, and Directors and Officers of OAK
- b) *"Workplace"* – Any place where business or work-related activities are conducted. Workplaces include but are not limited to, OAK's office, work-related social functions, work assignments outside OAK's offices, work-related travel, the training and competition environment, and work-related conferences or training sessions
- c) *"Abuse"* – As defined in OAK's *Abuse Policy*
- d) *"Discrimination"* – Differential treatment of an individual based on one or more prohibited grounds which include race, citizenship, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability.
- e) *"Harassment"* – A course of vexatious comment or conduct against an Individual or group, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:
 - i. Written or verbal abuse, threats, or outbursts;
 - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
 - iii. Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
 - iv. Leering or other suggestive or obscene gestures;
 - v. Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
 - vi. Practical jokes which endanger a person's safety, or may negatively affect performance;
 - vii. Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking individual by a more senior individual, which does not contribute to either individual's positive development, but is required to be accepted as part of a team or group, regardless of the junior-ranking individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
 - viii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
 - ix. Deliberately excluding or socially isolating a person from a group or team;
 - x. Persistent sexual flirtations, advances, requests, or invitations;
 - xi. Physical or sexual assault;
 - xii. Behaviours such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and
 - xiii. Retaliation or threats of retaliation against a person who reports harassment to OAK.

- f) *“Workplace Harassment”* – Vexatious comment or conduct against a worker in a Workplace that is known or ought reasonably to be known to be unwelcome. Workplace Harassment should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute Workplace Harassment include, but are not limited to:
- i. Bullying;
 - ii. Workplace pranks, vandalism, bullying or hazing;
 - iii. Repeated offensive or intimidating phone calls or emails;
 - iv. Inappropriate sexual touching, advances, suggestions or requests;
 - v. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
 - vi. Psychological abuse;
 - vii. Excluding or ignoring someone, including persistent exclusion of a person from work-related social gatherings;
 - viii. Deliberately withholding information that would enable a person to do his or her job, perform or train;
 - ix. Sabotaging someone else’s work or performance;
 - x. Gossiping or spreading malicious rumours;
 - xi. Intimidating words or conduct (offensive jokes or innuendos); and
 - xii. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.
- g) *“Sexual Harassment”* – A course of vexatious comment or conduct against an Individual because of sex, sexual orientation, gender identify or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advance to the Individual and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Types of behaviour that constitute Sexual Harassment include, but are not limited to:
- i. Sexist jokes;
 - ii. Threats, punishment, or denial of a benefit for refusing a sexual advance;
 - iii. Offering a benefit in exchange for a sexual favour;
 - iv. Demanding hugs;
 - v. Bragging about sexual ability;
 - vi. Leering (persistent sexual staring);
 - vii. Sexual assault;
 - viii. Display of sexually offensive material;
 - ix. Distributing sexually explicit messages or attachments such as pictures or video files;
 - x. Sexually degrading words used to describe an Individual;
 - xi. Unwelcome inquiries into or comments about an Individual’s gender identity or physical appearance;
 - xii. Inquiries or comments about an Individual’s sex life;
 - xiii. Persistent, unwanted attention after a consensual relationship ends;
 - xiv. Persistent unwelcome sexual flirtations, advances, or propositions; and

- xv. Persistent unwanted contact.
- h) “Workplace Violence” – the use of or threat of physical force by a person against a worker in a Workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker in a Workplace that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a Workplace that could cause physical injury to the worker. Types of behaviour that constitute Workplace Violence include, but are not limited to:
 - i. Verbal or written threats to attack;
 - ii. Sending to or leaving threatening notes or emails;
 - iii. Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
 - iv. Wielding a weapon in a Workplace;
 - v. Hitting, pinching or unwanted touching which is not accidental;
 - vi. Dangerous or threatening horseplay;
 - vii. Physical restraint or confinement;
 - viii. Blatant or intentional disregard for the safety or wellbeing of others;
 - ix. Blocking normal movement or physical interference, with or without the use of equipment;
 - x. Sexual violence; and
 - xi. Any attempt to engage in the type of conduct outlined above.

Purpose

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

Application of this Code

- 3. This Code applies to Individuals’ conduct during OAK’s business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with OAK’s activities, OAK’s office environment, and any meetings.
- 4. An Individual who violates this Code may be subject to sanctions pursuant to OAK’s *Discipline and Complaints Policy*. In addition to facing possible sanction pursuant to OAK’s *Discipline and Complaints Policy*, an Individual who violates this Code during a competition may be ejected from the competition or the playing area, the official may delay the competition until the Individual complies with the ejection, and the Individual may be subject to any additional discipline associated with the competition.
- 5. An employee of OAK found to have engaged in acts of violence or harassment against any other employee, worker, contractor, member, customer, supplier, client or other third party during business hours, or at any event of OAK, will be subject to appropriate disciplinary action subject to the terms of OAK’s *Human Resources Policy* as well as the employee’s Employment Agreement (if applicable).

6. This Code also applies to Individuals' conduct outside of OAK's business, activities, and events when such conduct adversely affects relationships within OAK (and its work and sport environment) and is detrimental to the image and reputation of OAK. Such applicability will be determined by OAK at its sole discretion.

Responsibilities

7. Individuals have a responsibility to:
- a) Maintain and enhance the dignity and self-esteem of OAK's members and other individuals by:
 - i. Treating each other with the highest standards of respect and integrity;
 - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees, or members;
 - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
 - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory;
 - v. Consistently treating individuals fairly and reasonably; and
 - vi. Ensuring adherence to the rules of the sport and the spirit of those rules.
 - b) Refrain from any behaviour that constitutes Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, or Discrimination
 - c) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, OAK adopts and adheres to the Canadian Anti-Doping Program. Any infraction under this Program shall be considered an infraction of this Code and may be subject to further disciplinary action, and possible sanction, pursuant to OAK's *Discipline and Complaints Policy*. OAK will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by OAK or any other sport organization
 - d) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
 - e) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
 - f) Refrain from consuming tobacco products, or recreational drugs while participating in OAK's programs, activities, competitions, or events
 - g) In the case of minors, not consume alcohol, tobacco, or cannabis at any competition or event;
 - h) In the case of adults, not consume cannabis in the Workplace or in any situation associated with OAK's events (subject to any requirements for accommodation), not consume alcohol during competitions and in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with OAK's events
 - i) Respect the property of others and not wilfully cause damage
 - j) Promote the sport in the most constructive and positive manner possible
 - k) When driving a vehicle with an Individual:
 - i. Not have his or her license suspended;
 - ii. Not be under the influence of alcohol or illegal drugs or substances; and
 - iii. Have valid car insurance
 - l) Adhere to all federal, provincial, municipal and host country laws

- m) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- n) Comply, at all times, with OAK's bylaws, policies, procedures, and rules and regulations, as adopted and amended from time to time

Directors, Committee Members, and Staff

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

Coaches

9. In addition to section 7 (above), coaches have many additional responsibilities. The coach-athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:
- a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes
 - b) Prepare athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm athletes
 - c) Avoid compromising the present and future health of athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments

- d) Support the coaching staff of a training camp, provincial team, or national team; should an athlete qualify for participation with one of these programs
- e) Accept and promote athletes' personal goals and refer athletes to other coaches and sports specialists as appropriate
- f) Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete
- g) Act in the best interest of the athlete's development as a whole person
- h) Comply with OAK's *Screening Policy*, if applicable
- i) Report to OAK any ongoing criminal investigation, conviction, or existing bail conditions, including those for violence, child pornography, or possession, use, or sale of any illegal substance
- j) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcohol, cannabis, and/or tobacco
- k) Respect athletes playing with other teams and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the athletes
- l) Not engage in a sexual relationship with an athlete under the age of majority;
- m) Disclose any sexual or intimate relationship with an athlete over the age of majority to OAK and immediately discontinue any coaching involvement with that athlete;
- n) 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
- o) Dress professionally, neatly, and inoffensively
- p) Use inoffensive language, taking into account the audience being addressed

Athletes

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

- a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete;
- b) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
- c) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
- d) Adhere to OAK's rules and requirements regarding clothing and equipment
- e) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other athletes, officials, coaches, or spectators
- f) Dress to represent the sport and themselves well and with professionalism
- g) Act in accordance with OAK's policies and procedures and, when applicable, additional rules as outlined by coaches or managers

Officials

11. In addition to section 7 (above), officials will have additional responsibilities to:
- a) Maintain and update their knowledge of the rules and rules changes
 - b) Not publicly criticize other officials or any club or association;
 - c) Work within the boundaries of their position's description while supporting the work of other officials
 - d) Act as an ambassador of OAK by agreeing to enforce and abide by national and provincial rules and regulations
 - e) Take ownership of actions and decisions made while officiating
 - f) Respect the rights, dignity, and worth of all Individuals
 - g) Not publicly criticize other officials or any club or association
 - h) Act openly, impartially, professionally, lawfully, and in good faith
 - i) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
 - j) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Individuals
 - k) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or association at the earliest possible time
 - l) When writing reports, set out the actual facts
 - m) Dress in proper attire for officiating

Parents/Guardians and Spectators

12. In addition to section 7 (above), parents/guardians and spectators at events will:
- a) Encourage athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence
 - b) Condemn the use of violence in any form
 - c) Never ridicule a participant for making a mistake during a performance or practice
 - d) Provide positive comments that motivate and encourage participants' continued effort
 - e) Respect the decisions and judgments of officials, and encourage athletes to do the same
 - f) Never question an official's or staff member's judgment or honesty
 - g) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
 - h) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers
 - i) Not harass competitors, coaches, officials, parents/guardians, or other spectators

<u>CODE OF CONDUCT AND ETHICS</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG /Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

ABUSE POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *"Vulnerable Individuals"* – Includes Children/Youth (minors) and Vulnerable Adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority);
 - b) *"Individuals"* – All categories of membership defined in OAK's Bylaws, as well as all individuals employed by, or engaged in activities with, OAK including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of OAK; and
 - c) *"Abuse"* – Child/Youth Abuse or Vulnerable Adult Abuse as described in this Policy.

Purpose

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

Zero Tolerance Statement

3. OAK has zero tolerance for any type of abuse. Individuals are required to report instances of abuse or suspected abuse to OAK to be immediately addressed under the terms of the applicable policy.
4. In addition, certain members of OAK may be required to report instances of abuse to the Office of the Sport Integrity Commissioner (OSIC). Currently, this includes national level participants such as staff, board of directors, High Performance Centre athletes and staff, carded athletes and coaches, identified national officials, master coach developers and a variety of contractors who work with athletes. Additional information can be found by clicking [here](#).

Education – What is Abuse

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

Child / Youth Abuse

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

- c) **Neglect** is often chronic, and it usually involves repeated incidents. It involves failing to provide what a child needs for his or her physical, psychological or emotional development and well-being. For example, neglect includes failing to provide a dependent child with food, clothing, shelter, cleanliness, medical care, or protection from harm.
 - d) **Emotional abuse** involves harming a child's sense of self-worth. It includes acts (or omissions) that result in, or place a child at risk of, serious behavioural, cognitive, emotional, or mental health problems. For example, emotional abuse may include aggressive verbal threats, social isolation, intimidation, exploitation, or routinely making unreasonable demands. It also includes exposing the child to violence.
8. An abuser may use a number of different tactics to gain access to children, exert power and control over them, and prevent them from telling anyone about the abuse or seeking support. The abuse may happen once, or it may occur in a repeated and escalating pattern over a period of months or years. The abuse may change form over time.
9. Abuse of children or youth in sport can include emotional maltreatment, neglect, and physical maltreatment.
- a) **Emotional Maltreatment** – A coach's failure to provide a developmentally-appropriate and supportive environment. Emotional abuse is at the foundation of all other forms of maltreatment (sexual, physical and neglect). In sports, this conduct has the potential to cause emotional or psychological harm to an athlete when it is persistent, pervasive or patterned acts (i.e., yelling at an athlete once does not constitute maltreatment). Examples of emotional maltreatment include:
 - i. Refusal to recognize an athlete's worth or the legitimacy of an athlete's needs (including complaints of injury/pain, thirst or feeling unwell)
 - ii. Creating a culture of fear, or threatening, bullying or frightening an athlete
 - iii. Frequent name-calling or sarcasm that continually "beats down" an athlete's self-esteem
 - iv. Embarrassing or humiliating an athlete in front of peers
 - v. Excluding or isolating an athlete from the group
 - vi. Withholding attention
 - vii. Encouraging an athlete to engage in destructive and antisocial behaviour, reinforcing deviance, or impairing an athlete's ability to behave in socially appropriate ways
 - viii. Over-pressuring; whereby the coach imposes extreme pressure upon the athlete to behave and achieve in ways that are far beyond the athlete's capabilities
 - ix. Verbally attacking an athlete personally (e.g., belittling them or calling them worthless, lazy, useless, fat or disgusting).
 - x. Routinely or arbitrarily excluding athletes from practice
 - xi. Using conditioning as punishment
 - xii. Throwing sports equipment, water bottles or chairs at, or in the presence of, athletes
 - xiii. Body shaming – making disrespectful, hurtful or embarrassing comments about an athlete's physique
 - b) **Neglect** - acts of omission (i.e., the coach should act to protect the health/well-being of an athlete but does not). Examples of neglect include:
 - i. Isolating an athlete in a confined space or stranded on equipment, with no supervision, for an extended period

- ii. Withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep
 - iii. Ignoring an injury
 - iv. Knowing about sexual abuse of an athlete but failing to report it
 - c) **Physical Maltreatment** - involves contact or non-contact behaviour that can cause physical harm to an athlete. It also includes any act or conduct described as physical abuse or misconduct (e.g., child abuse, child neglect and assault). Almost all sports involve strenuous physical activity. Athletes regularly push themselves to the point of exhaustion. However, any activity that physically harms an athlete—such as extreme disciplinary actions or punishment—is unacceptable. Physical maltreatment can extend to seemingly unrelated areas including inadequate recovery times for injuries and restricted diet. Examples of physical maltreatment include:
 - i. Punching, beating, biting, striking, choking or slapping an athlete
 - ii. Intentionally hitting an athlete with objects or sporting equipment
 - iii. Providing alcohol to an athlete under the legal drinking age
 - iv. Providing illegal drugs or non-prescribed medications to any athlete
 - v. Encouraging or permitting an athlete to return to play prematurely or without the clearance of a medical professional, following a serious injury (e.g., a concussion)
 - vi. Prescribed dieting or other weight-control methods without regard for the nutritional well-being and health of an athlete
 - vii. Forcing an athlete to assume a painful stance or position for no athletic purpose, or excessive repetition of a skill to the point of injury
 - viii. Using excessive exercise as punishment (e.g., stretching to the point of causing the athlete to cry, endurance conditioning until the athlete vomits)
10. Importantly, emotional and physical maltreatment does not include professionally-accepted coaching methods (per the NCCP) of skill enhancement, physical conditioning, team building, discipline, or improving athletic performance.
11. Potential warning signs of abuse of children or youth can include[2][3]:
- a) Recurrent unexplained injuries
 - b) Alert behaviour; child seems to always be expecting something bad to happen
 - c) Often wears clothing that covers up their skin, even in warm weather
 - d) Child startles easily, shies away from touch or shows other skittish behaviour
 - e) Constantly seems fearful or anxious about doing something wrong
 - f) Withdrawn from peers and adults
 - g) Behaviour fluctuates between extremes (e.g., extremely cooperative or extremely demanding)
 - h) Acting either inappropriately beyond their age (like an adult; taking care of other children) or inappropriately younger than their age (like an infant; throwing tantrums)
 - i) Acting out in an inappropriate sexual way with toys or objects
 - j) New adult words for body parts and no obvious source
 - k) Self-harm (e.g., cutting, burning or other harmful activities)
 - l) Not wanting to be alone with a particular child or young person

Vulnerable Adult Abuse

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

15. Potential warning signs of abuse of vulnerable adults can include:

- a) Depression, fear, anxiety, passivity
- b) Unexplained physical injuries
- c) Dehydration, malnutrition, or lack of food
- d) Poor hygiene, rashes, pressure sores
- e) Over-sedation

Preventing Abuse

16. OAK will enact measures aimed at preventing abuse. These measures include screening, orientation, training, practice, and monitoring.

Screening

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

18. OAK will use the *Screening Policy* to determine the level of trust, authority, and access that each Individual has with Vulnerable Individuals. Each level of risk will be accompanied by increased screening procedures which may include the following, singularly or in combination:

- a) Completing an Application Form for the position sought (which includes alerting Individuals that they must agree to adhere with the organization's policies and procedures (including this *Abuse Policy*))
- b) Completing a Screening Declaration Form
- c) Providing letters of reference
- d) Providing a Criminal Record Check ("CRC") and/or Vulnerable Sector Check ("VSC")
- e) Providing a driver's abstract (for Individuals who transport Vulnerable Individuals)
- f) Other screening procedures, as required

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

Orientation and Training

20. OAK may deliver orientation and training to those Individuals who have access to, or interact with, Vulnerable Individuals. The orientation and training, and their frequency, will be based on the level of risk, as described in the *Screening Policy*.

21. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or periods of engagement.

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

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

Practice

24. When Individuals interact with Vulnerable Individuals, they are required to enact certain practical approaches to these interactions. These include, but are not limited to:
- a) Limiting physical interactions to non-threatening or non-sexual touching (e.g., high-fives, pats on the back or shoulder, handshakes, specific skill instruction, etc.)
 - b) Ensuring that Vulnerable Individuals are always supervised by more than one adult
 - c) Ensuring that more than one person is responsible for team selection (thereby limiting the consolidation of power onto one Individual)
 - d) Including parents/guardians in all communication (e.g., electronic, telephonic) with Vulnerable Individuals
 - e) Ensuring that parents/guardians are aware that some non-personal communication between Individuals and Vulnerable Individuals (e.g., coaches and athletes) may take place electronically (e.g., by texting) and that this type of communication is now considered to be commonplace, especially with older Vulnerable Individuals (e.g., teenagers). Individuals are aware that such communication is subject to OAK's *Code of Conduct and Ethics* and *Social Media Policy*.
 - f) When traveling with Vulnerable Individuals, the Individual will not transport Vulnerable Individuals without another adult present and will not stay in the same overnight accommodation location without additional adult supervision.

Monitoring

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

Reporting Abuse

27. Reports of abuse that are shared confidentially with an Individual by a Vulnerable Individual may require the Individual to report the incident to parents/guardians, OAK or police. It may also fall within the mandatory reporting requirements set forth below. Individuals must respond to such reports in a non-judgemental, supportive and comforting manner but must also explain that the report may need to be escalated to the proper authority or to the Vulnerable Individual's parent/guardian.
28. Subject to Section 29 below complaints or reports that describe an element of **abuse** will be addressed by the process(es) described in OAK's *Discipline and Complaints Policy* and the *Investigations Policy - Discrimination, Harassment and Abuse*.
29. There is also an independent investigation unit for national sport organizations together with a national toll-free confidential helpline for victims and witnesses of abuse in sport. This professional listening and

referral service (only for advice and redirection) is available from 8 a.m. to 8 p.m., seven days a week, by phone or text at **1-888-83SPORT (77678)**, and by email at info@abuse-free-sport.ca

30. In Ontario, it is the law (link below) to report suspected child abuse or neglect. If an Individual has reasonable grounds to suspect that a Vulnerable Individual is or may be in need of protection, they must report it to a children's aid society. For instance if a swimmer confidentiality shares information with a coach about circumstances at home that point to reasonable grounds to believe child abuse or neglect is taking place then the coach must report the matter.

<http://www.children.gov.on.ca/htdocs/English/childrensaid/reportingabuse/index.aspx>

 [1] Retrieved from:
https://www.ecclesiastical.ca/guidelines_developsafetyprotectionpolicy_children-youths-vulnerableadults_faith/

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

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

<u>ABUSE POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
February 2020	New provision to address mandatory reporting of abuse or neglect	Governance Committee/ Board of Directors
August 2021	None	Business Manager / Board
February 2023	Addition or requirement to report instances of abuse to the Office of the Sport Integrity Commissioner (OSIC)	Business Manager / Governance Committee/ Board of Directors

INVESTIGATIONS POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Discipline Chair*” – An individual or individuals appointed to be the first point-of-contact for all discipline and complaint matters reported to OAK, per the *Discipline and Complaints Policy*
 - b) “*Individuals*” – All categories of membership defined in OAK’s Bylaws, as well as all individuals employed by, or engaged in activities with, OAK including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of OAK

Determination and Disclosure

2. When a complaint is submitted per OAK’s *Discipline and Complaints Policy*, the Discipline Chair will determine if the incident should be investigated.
3. OAK will adhere to all disclosure and reporting responsibilities required by any government entity, local police force, child protection agency, national or provincial sport organizations (e.g., Swimming Canada or Swim Ontario).

Investigation

4. The Discipline Chair will appoint an Investigator. The Investigator may be a representative of OAK or a Director or may be an independent third-party. The Investigator must not be in a conflict of interest situation and should have no connection to either party.
5. Federal and/or Provincial legislation related to Workplace Harassment may apply to the investigation if Harassment was directed toward a worker in a Workplace. The Investigator should review workplace safety legislation and/or consult independent experts to determine whether legislation applies to the complaint.
6. The investigation may take any form as decided by the Investigator, guided by any applicable Federal and/or Provincial legislation. The investigation may include:
 - a) Complainant interviewed;
 - b) Witnesses interviewed;
 - c) Statement of facts (complainant’s perspective) prepared by Investigator and acknowledged by Complainant;
 - d) Statement delivered to Respondent;
 - e) Respondent interviewed;
 - f) Witnesses interviewed; and
 - g) Statement of facts (respondent’s perspective) prepared by Investigator and acknowledged by Respondent.

Investigator’s Report

7. Per timelines determined by the Discipline Chair, who may modify the timelines as described in the *Discipline and Complaints Policy*, the Investigator will prepare and submit a Report.

8. The Investigator's Report should include a summary of evidence from the parties (including both statements of facts, if applicable) and recommendations from the Investigator of whether or not, on a balance of probabilities, a breach of the Code of Conduct and Ethics occurred.
9. The Investigator's Report will be provided to the parties with the names and identifying details of any witnesses redacted, if required. The provision of the Investigator's Report is conditional on the parties not distributing the Report to any third party without the written permission of OAK.
10. Should the Investigator suspect that there are possible instances of offence under the *Criminal Code*, particularly related to Criminal Harassment (or Stalking), Uttering Threats, Assault, Sexual Interference, or Sexual Exploitation, the Investigator shall advise the Complainant to refer the matter to police. The Investigator (at the Investigator's discretion) will further inform OAK that the matter should be directed to the police.
11. The Investigator must also inform OAK of any suspicions of any criminal activity. OAK may decide whether to report such findings to police but is required to inform police if there are findings related to the trafficking of doping drugs or materials, any sexual crime involving minors, fraud against OAK, or other offences where the lack of reporting would bring OAK into disrepute.
12. The Discipline Chair or the Discipline Panel, as applicable, shall consider the Investigator's Report, in addition to submissions from the parties, prior to deciding on the complaint.
13. The Investigator's Report must be provided to the Discipline Chair or the Discipline Panel, as applicable.

Reprisal and Retaliation

14. An individual who submits a complaint to OAK, or who gives evidence in an investigation, may not be subject to reprisal or retaliation from any individual or group. Should anyone who participates in the process face reprisal or retaliation, that individual will have cause to submit a complaint.

False Allegations

15. An individual who submits allegations that the Investigator determines to be false or without merit may be subject to a complaint under the terms of OAK's *Discipline and Complaints Policy* with OAK, or the individual against whom the false allegations were submitted, acting as the Complainant.

Confidentiality

16. The information obtained about an incident or complaint (including identifying information about any individuals involved) will remain confidential, unless disclosure is necessary for the purpose of investigating or taking corrective action or is otherwise required by law.
17. The Investigator will make every effort to preserve the confidentiality of the complainant, respondent, and any other party. However, OAK recognizes that maintaining anonymity of any party may be difficult for the Investigator during the investigation.

<u>INVESTIGATIONS POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board
March 2022	Updated to allow the Discipline Chair to determine if a complaint should be investigated, inclusive for all complaints. Removed specific references to discrimination, harassment & abuse. Added requirement to provide the Investigator's Report to the Discipline Chair and/or Discipline Panel	SLSG, Governance Committee, Business Manager / Board

DISCIPLINE AND COMPLAINTS POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Case Manager*” – An individual appointed by the Discipline Chair to administer certain complaints under this *Discipline and Complaints Policy*. The Case Manager does not need to be a member of, or affiliated with, OAK
 - b) “*Complainant*” – The Party making a complaint
 - c) “*Days*” – Days including weekends and holidays
 - d) “*Discipline Chair*” – An individual or individuals appointed to be the first point-of-contact for all discipline and complaint matters reported to OAK
 - e) “*Individuals*” – All categories of membership defined in OAK’s Bylaws, as well as all individuals employed by, or engaged in activities with, OAK including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, Directors and Officers of OAK, spectators, and parents/guardians of athletes
 - f) “*Respondent*” – The Party responding to the complaint

Purpose

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

Discipline Chair

3. The Discipline Chair will be a Director of the Board, or an individual appointed to handle the duties of the Discipline Chair. One (1) individual or three (3) individuals may be appointed to serve as Discipline Chair and, in the case of three (3) appointments, decisions of the Discipline Chair will be by majority vote.
4. The Discipline Chair appointed to handle a complaint or incident must be unbiased and not in a conflict of interest situation.

Application of this Policy

5. This Policy applies to all Individuals.
6. This Policy applies to matters that may arise during OAK’s business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with OAK’s activities, and any meetings.
7. This Policy also applies to Individuals’ conduct outside of OAK’s business, activities, and events when such conduct adversely affects relationships within OAK (and its work and sport environment), is detrimental to the image and reputation of OAK, or upon the acceptance of OAK. Applicability will be determined by OAK at its sole discretion.
8. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy. Any infractions or complaints occurring within

competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity, or event only.

9. An employee of OAK who is a Respondent will be subject to appropriate disciplinary action per OAK's *Human Resources Policy*, as well as the employee's Employment Agreement, if applicable. Violations may result in a warning, reprimand, restrictions, suspension, or other disciplinary actions up to and including termination of employment.

Adult Representative

10. Complaints may be brought for or against an Individual who is a minor. Minors must have a parent/guardian or other adult serve as their representative during this process.
11. Communication from the Discipline Chair or Case Manager, as applicable, must be directed to the minor's representative.
12. A minor is not required to attend an oral hearing, if held.

Process

13. Any Individual may report an incident or complaint to OAK in writing, within fourteen (14) days of the alleged incident, although this timeline can be waived or extended at OAK's discretion.
14. OAK will appoint a Discipline Chair, as described in this Policy.
15. The Discipline Chair may determine that the alleged incident may contain an element of discrimination, harassment, workplace harassment, workplace violence, sexual harassment, or abuse. In this case, the Discipline Chair will appoint an Investigator in accordance with OAK's *Investigations Policy - Discrimination, Harassment, and Abuse* and OAK, and the Investigator, will have additional responsibilities as described in that Policy.
16. At OAK's discretion, OAK may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, OAK will identify an individual to represent OAK.
17. Upon receipt of a complaint, the Discipline Chair has discretion to choose which process should be followed, and may use the following examples as a general guideline:
 - a) Process #1 - the Complaint alleges the following incidents:
 - i. Disrespectful, abusive, racist, or sexist comments or behaviour
 - ii. Disrespectful conduct
 - iii. Minor incidents of violence (e.g., tripping, pushing, elbowing)
 - iv. Conduct contrary to the values of OAK
 - v. Non-compliance with OAK's policies, procedures, rules, or regulations
 - vi. Minor violations of OAK's *Code of Conduct and Ethics*
 - b) Process #2 - the Complaint alleges the following incidents:
 - i. Repeated minor incidents

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

Process #1: Handled by Discipline Chair

Sanctions

18. Following the determination that the complaint or incident should be handled under Process #1, the Discipline Chair will review the submissions related to the complaint or incident and determine one or more of the following sanctions:
- a) Verbal or written reprimand
 - b) Verbal or written apology
 - c) Service or other contribution to OAK
 - d) Removal of certain privileges
 - e) Suspension from certain teams, events, and/or activities
 - f) Suspension from all OAK's activities for a designated period
 - g) Any other sanction considered appropriate for the offense
19. The Discipline Chair will inform the Respondent of the sanction, which will take effect immediately.
20. Records of all sanctions will be maintained by OAK.

Request for Reconsideration

21. The sanction may not be appealed until the completion of a request for reconsideration. However, the Respondent may contest the sanction by submitting a Request for Reconsideration within four (4) days of receiving the sanction. In the Request for Reconsideration, the Respondent must indicate:
- a) Why the sanction is inappropriate;
 - b) All evidence to support the Respondent's position; and
 - c) What penalty or sanction (if any) would be appropriate
22. Upon receiving a Request for Reconsideration, the Discipline Chair may decide to accept or reject the Respondent's suggestion for an appropriate sanction.

23. Should the Discipline Chair accept the Respondent's suggestion for an appropriate sanction, that sanction will take effect immediately.
24. Should the Discipline Chair not accept the Respondent's suggestion for an appropriate sanction, the initial complaint or incident will be handled under Process #2 of this Policy.

Process #2: Handled by Case Manager

Case Manager

25. Following the determination that the complaint or incident should be handled under Process #2, OAK will appoint a Case Manager to oversee management and administration of the complaint or incident. The Case Manager should not be in a conflict of interest and should have expertise in dispute resolution matters. Such an appointment is not appealable.
26. The Case Manager has a responsibility to:
- a) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy
 - b) Propose the use of OAK's *Dispute Resolution Policy*
 - c) Appoint the Discipline Panel, if necessary
 - d) Coordinate all administrative aspects and set timelines
 - e) Provide administrative assistance and logistical support to the Discipline Panel as required
 - f) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

Procedures

27. If the Case Manager determines the complaint is:
- a) Frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately
 - b) Not frivolous and within the jurisdiction of this Policy, the Case Manager will notify the Parties that the complaint is accepted and of the applicable next steps
28. The Case Manager's decision to accept or dismiss the complaint may not be appealed.
29. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
30. After notifying the Parties that the complaint has been accepted, the Case Manager may propose using OAK's *Dispute Resolution Policy* with the objective of resolving the dispute. If applicable, and if the dispute is not resolved, or if the parties refuse to use the *Dispute Resolution Policy*, the Case Manager will appoint a Discipline Panel, which shall consist of a single Arbitrator, to hear the complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a Discipline Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Discipline Panel's members to serve as the Chair.
31. The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.

The hearing will be governed by the procedures that the Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:

- a) The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium
- b) Copies of any written documents which the parties wish to have the Discipline Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing
- c) The Parties may engage a representative, advisor, or legal counsel at their own expense
- d) The Discipline Panel may request that any other individual participate and give evidence at the hearing
- e) The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
- f) The decision will be by a majority vote of the Discipline Panel

32. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Discipline Panel will determine the appropriate sanction. The Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.

33. The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.

34. If a decision may affect another party to the extent that the other party would have recourse to a complaint or an appeal in their own right, that party will become a Party to the current complaint and will be bound by the decision.

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

Decision

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

Sanctions

37. The Discipline Panel may apply the following disciplinary sanctions, singularly or in combination:

- a) Verbal or written reprimand
- b) Verbal or written apology
- c) Service or other contribution to OAK
- d) Removal of certain privileges
- e) Suspension from certain teams, events, and/or activities
- f) Suspension from all OAK's activities for a designated period
- g) Payment of the cost of repairs for property damage

- h) Suspension of funding from OAK or from other sources
- i) Expulsion from OAK
- j) Any other sanction considered appropriate for the offense

38. Unless the Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Discipline Panel will result in an automatic suspension until such time as compliance occurs.

39. Records of all decisions will be maintained by OAK.

Appeals

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

Suspension Pending a Hearing

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

Criminal Convictions

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

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

Confidentiality

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

Timelines

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

Records and Distribution of Decisions

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

<u>DISCIPLINE AND COMPLAINTS POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

DISPUTE RESOLUTION POLICY

Definitions

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

Purpose

2. OAK supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes.
3. OAK encourages all Individuals to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. OAK believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques. Negotiated resolutions to disputes with and among Individuals are strongly encouraged.

Application of this Policy

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

Facilitation and Mediation

6. If all parties to a dispute agree to Alternate Dispute Resolution, the parties may work towards a settlement or a person, which may include a mediator or facilitator, acceptable to all parties, may be appointed to mediate or facilitate the dispute. Costs shall also be determined by the parties.
7. The person, mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and shall specify a deadline before which the parties must reach a negotiated decision.
8. Should a negotiated decision be reached, the decision shall be reported to, and approved by, OAK. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated decision, pending OAK’s approval.
9. Should a negotiated decision not be reached by the deadline specified by the person, mediator or facilitator at the start of the process, or if the parties to the dispute do not agree to Alternate Dispute Resolution, the dispute shall be considered under the appropriate section of OAK’s *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.

Final and Binding

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

<u>DISPUTE RESOLUTION POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

APPEAL POLICY

Definitions

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

Purpose

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

Scope and Application of this Policy

3. This Policy applies to all Individuals. Any Individual who is directly affected by a decision by OAK shall have the right to appeal that decision provided there are sufficient grounds for the appeal under the ‘Grounds for Appeal’ section of this Policy.
4. This Policy **will apply** to decisions relating to:
 - a) Eligibility
 - b) Selection
 - c) Conflict of Interest
 - d) Discipline
 - e) Membership
5. This Policy **will not apply** to decisions relating to:
 - a) Employment
 - b) Infractions for doping offenses
 - c) The rules of the sport
 - d) Selection criteria, quotas, policies, and procedures established by entities other than OAK
 - e) Substance, content and establishment of team selection criteria
 - f) Volunteer/coach appointments and the withdrawal or termination of those appointments

- g) Budgeting and budget implementation
- h) OAK's operational structure and committee appointments
- i) Decisions or discipline arising within the business, activities, or events organized by entities other than OAK (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by OAK at its sole discretion)
- j) Commercial matters for which another appeals process exists under a contract or applicable law
- k) Decisions made under this Policy

Timing of Appeal

6. Individuals who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to OAK, the following:
- a) Notice of the intention to appeal
 - b) Contact information and status of the appellant
 - c) Name of the respondent and any affected parties, when known to the Appellant
 - d) Date the appellant was advised of the decision being appealed
 - e) A copy of the decision being appealed, or description of decision if written document is not available
 - f) Grounds for the appeal
 - g) Detailed reasons for the appeal
 - h) All evidence that supports these grounds
 - i) Requested remedy or remedies
 - j) An administration fee of one hundred dollars (\$100), which will be refunded if the appeal is upheld
7. An Individual who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Case Manager and may not be appealed.

Grounds for Appeal

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

Screening of Appeal

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), OAK and the Appellant may first determine the appeal to be heard under OAK's *Dispute Resolution Policy*.
11. Appeals resolved by mediation under OAK's *Dispute Resolution Policy* will cause the administration fee to be refunded to the Appellant.
12. Should the appeal not be resolved by using the *Dispute Resolution Policy*, OAK will appoint an independent Case Manager (who must not be in a conflict of interest) who has the following responsibilities:
 - a) Determine if the appeal falls under the scope of this Policy
 - b) Determine if the appeal was submitted in a timely manner
 - c) Decide whether there are sufficient grounds for the appeal
13. If the appeal is denied on the basis of insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
14. If the Case Manager is satisfied there are sufficient grounds for an appeal, the Case Manager will appoint an Appeals Panel (the "Panel") which shall consist of one (1) person or three (3) people, to hear the appeal. In the event of three (3) appointments, the Case Manager will appoint one of the Panel's members to serve as the Chair and the decision will be by majority vote.

Procedure for Appeal Hearing

15. The Case Manager shall notify the Parties that the appeal will be heard. The Case Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Case Manager and may not be appealed.
16. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
17. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:
 - a) The hearing will be held within a timeline determined by the Case Manager
 - b) The Parties will be given reasonable notice of the day, time and place of the hearing
 - c) Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing
 - d) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
 - e) The Panel may request that any other individual participate and give evidence at the hearing
 - f) The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate

- g) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in their own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
- h) The decision to uphold or reject the appeal will be by a majority vote of Panel members

18. In fulfilling its duties, the Panel may obtain independent advice.

Appeal Decision

19. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:

- a) Reject the appeal and confirm the decision being appealed
- b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision
- c) Uphold the appeal and vary the decision

20. The Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and OAK. In extraordinary circumstances, the Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter.

Timelines

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

Confidentiality

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

Final and Binding

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

<u>APPEAL POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

WHISTLEBLOWER POLICY

Definitions

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

Purpose

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

Application

3. This Policy only applies to Workers who observe or experience incidents of wrongdoing committed by Directors or by other Workers.
4. Incidents of wrongdoing or misconduct observed or experienced by participants, volunteers, spectators, parents of participants, or other individuals not employed or contracted by OAK can be reported under the terms of OAK's *Discipline and Complaints Policy* and/or reported to OAK's Board of Directors to be handled under the terms of the individual Worker's Employment Agreement or Contractor Agreement, as applicable, and/or OAK's *Human Resources Policy*.
5. Matters reported under the terms of this Policy may be referred to be heard under OAK's *Discipline and Complaints Policy*, at the discretion of the Compliance Officer.

Wrongdoing

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

Pledge

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

Reporting Wrongdoing

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

Authority

10. OAK has appointed the following Compliance Officer to receive reports made under this Policy:

Chair, Governance Committee

11. After receiving the report, the Compliance Officer has the responsibility to:
- a) Assure the Worker of OAK's **Pledge**
 - b) Connect the Worker to the Alternate Liaison if the Worker feels that the Compliance Officer cannot act in an unbiased or discrete manner due to their role with OAK and/or the content of the report
 - c) Determine if the report is frivolous, vexatious, or not submitted in good faith (e.g., the submission of the report is motivated by personal interests and/or the content of the report is obviously false or malicious)
 - d) Determine if OAK's *Whistleblower Policy* applies or if the matter should be handled under OAK's *Discipline and Complaints Policy*
 - e) Determine if the local police service be contacted
 - f) Determine if mediation or alternate dispute resolution can be used to resolve the issue
 - g) Determine if OAK's Board of Directors should or can be notified of the report
 - h) Begin an investigation if necessary

Alternate Liaison

12. If the Worker feels that the Compliance Officer is unable to act in an unbiased or discrete manner due to the individual's role with OAK and/or the content of the report, the Worker should contact the following individual who will act as an independent liaison between the Worker and the Compliance Officer:

Andrew P. Whyte, Director – Whyte & Partners HR
awhyte@whytepartnershr.ca
289 501 6902
www.whytepartnershr.ca

13. The Alternate Liaison will not disclose the Worker's identity to the Compliance Officer or to anyone affiliated with OAK without the Worker's consent.
14. A Worker who is unsure if he or she should submit a report, or who does not want to have his or her identity known, may contact the Alternate Liaison for informal advice about the process.

Investigation

15. If the Compliance Officer determines that an investigation should be launched, the Compliance Officer may decide to contract an external investigator. In such cases, OAK's Board of Directors shall be notified that an investigation conducted by an external investigator is necessary, without the nature of the investigation, content of the report, or identity of the Worker who submitted the report being disclosed. OAK's Board of Directors may not unreasonably refuse the decision to contract an external investigator.
16. An investigation launched by the Compliance Officer or by an external investigator should generally take the following form:
 - a) Follow up interview with the Worker who submitted the report
 - b) Identification of Workers, participants, volunteers or other individuals that may have been affected by the wrongdoing or aware of it
 - c) Interviews with such-affected individuals
 - d) Interview with the Director(s) or Worker(s) against whom the report was submitted
 - e) Interview with the supervisor(s) of the Director(s) or Worker(s) against whom the report was submitted
17. In all stages of the investigation, the investigator will take every precaution to protect the identity of the Worker who submitted the report and/or the specific nature of the report itself. However, OAK recognizes that there are some instances where the nature of the report and/or the identity of the Worker who submitted the report will or may be deduced by individuals participating in the investigation.
18. The investigator will prepare an Investigator's Report – omitting names whenever possible and striving to ensure confidentiality – that will be submitted to OAK's Board of Directors for review and action within sixty (60) days of receiving the investigation from OAK.

Decision

19. Within twenty eight (28) days after receiving the Investigator's Report, OAK's Board of Directors will take corrective action, as required. Corrective action may include, but is not limited to including:
 - a) Enacting and/or enforcing policies and procedures aimed at eliminating the wrongdoing or further opportunities for wrongdoing;
 - b) Revision of job descriptions; or
 - c) Discipline, suspension, termination, or other action as permitted by OAK's Bylaws, provincial employment legislation, OAK's *Human Resources Policy*, and/or the Worker's Employment Agreement or Contractor Agreement.
20. The corrective action, if any, will be communicated to the investigator who will then inform the Worker who submitted the report.
21. Decisions made under the terms of this Policy may be appealed under the terms of OAK's *Appeal Policy* provided that:
 - a) If the Worker who submitted the initial report is appealing the decision, the Worker understands that his or her identity must be revealed if he or she submits an appeal, and

- b) If the Director or Worker against whom the initial report was submitted is appealing the decision, the Worker or Director understands that the identity of the Worker who submitted the report will not be revealed and that OAK will act as the Respondent

Confidentiality

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

<u>WHISTLEBLOWER POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

EVENT DISCIPLINE PROCEDURE

**** This Event Discipline Procedure does not supersede or replace OAK's Discipline and Complaints Policy ****

Definitions

1. The following terms have these meanings in this Policy:
 - a) *"Event"* – An event sanctioned by OAK
 - b) *"Individuals"* – All categories of membership defined in OAK's Bylaws, as well as all individuals employed by, or engaged in activities with, OAK including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, Directors and Officers of OAK, spectators at events, and parents/guardians of athletes

Purpose

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

Scope and Application of this Policy

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

Misconduct During Events

6. Incidents that violate or potentially violate OAK's *Code of Conduct and Ethics*, which can occur during a competition, away from the area of competition, or between parties connected to the Event, shall be reported to a designated person (usually the head official or on-site convenor) responsible at the Event.
7. The designated person at the Event shall use the following procedure to address the incident that violated or potentially violated OAK's *Code of Conduct and Ethics*:
 - a) Notify the involved parties that there has been an incident that violated or potentially violated OAK's *Code of Conduct and Ethics*

- b) Convene a panel of either one (1) person or three (3) people (one of whom shall be designated the Chairperson), who shall not be in a conflict of interest or involved in the original incident, to determine whether OAK's *Code of Conduct and Ethics* has been violated. A decision by a panel of three (3) people shall be by majority. The designated person at the Event may serve on the panel
 - c) The panel will interview and secure statements from any witnesses to the alleged violation
 - d) If the violation occurred during a competition, interviews will be held with the officials who officiated or observed the competition and with the coaches and captains of each team when necessary and appropriate
 - e) The panel will secure a statement from the person(s) accused of the violation
 - f) The panel will render a decision and determine a possible penalty
 - g) The Chairperson of the panel will inform all parties of the panel's decision
8. The penalty determined by the panel may include any of the following, singularly or in combination:
 - a) Oral or written warning
 - b) Oral or written reprimand
 - c) Suspension from further competitions at the Event
 - d) Ejection from the Event
 - e) Other appropriate penalty as determined by the panel
9. The panel does not have the authority to determine a penalty that exceeds the duration of the Event. A full written report of the incident and the panel's decision shall be submitted to OAK following the conclusion of the Event. Further discipline may then be applied per OAK's *Discipline and Complaints Policy* if necessary.
10. Decisions made in the scope of this Procedure may not be appealed.
11. This Procedure does not prohibit other Individuals from reporting the same incident to OAK to be addressed as a formal complaint under OAK's *Discipline and Complaints Policy*.
12. OAK shall record and track all reported incidents.

<u>EVENT DISCIPLINE PROCEDURE</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
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August 2021	None	Business Manager / Board

SOCIAL MEDIA POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Social media”* – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter.
 - b) *“Individuals”* – Individuals employed by, or engaged in activities with, OAK including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, medical and paramedical personnel, and Directors and Officers of OAK
 - c) *“Discipline Chair or Case Manager”* – The person or organization appointed by OAK to oversee management and administration of complaints, as applicable.

Preamble

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

Application of this Policy

3. This Policy applies to all Individuals as defined in the Definitions.

Conduct and Behaviour

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

Individuals Responsibilities

6. Individuals acknowledge that their social media activity may be viewed by anyone; including OAK.

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

<u>SOCIAL MEDIA POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

HUMAN RESOURCES POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Employees*” – Individuals employed by OAK on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of OAK, interns, officials, volunteers, or volunteer coaches
 - b) “*Full-Time Employees*” – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
 - c) “*Part-Time Employees*” – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
 - d) “*Term Employees*” – Employees who are hired for a specific term, to complete specific tasks, who are employed temporarily (i.e., paid by the hour, day, or week), receive four-to-six percent (4%-6%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their *Employment Agreement*
 - e) “*Lead Supervisor*” – the individual responsible for the supervision of all staff members and Employees of OAK, who is either the Business Manager for dry-side or the Head Coach for wet-side staff or that individual’s designate

Purpose

2. OAK employs staff, as necessary, to manage the daily tasks required of a not-for-profit swimming club. OAK’s Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and the Ontario *Employment Standards Act* will govern the terms and conditions of employment with OAK.

Legal Requirements

3. OAK is subject to the statutory requirements of the *Employment Standards Act, 2000* (hereinafter the “Act”) and therefore will comply with its requirements in dealings with Employees.
4. OAK will display the poster titled “Employment Standards in Ontario”, produced by the Ontario Ministry of Labour, in a place where Employees are likely to see it. OAK will also distribute a hardcopy or electronic version of the poster to all current and new Employees.

Application of this Policy

5. This Policy applies to OAK’s Full-Time Employees, Part-Time Employees, and Term Employees.
6. OAK may hire summer students, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their *Employment Agreement* and the Act.
7. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of OAK. In all instances where these individuals are

contracted by OAK, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

Employer-Employee Relationship

8. OAK recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, OAK provides its Employees with:
 - a) Meaningful work which provides opportunities for professional development and personal achievement
 - b) A safe, healthy, and rewarding work environment
 - c) An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork
 - d) An evaluation system based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations
 - e) An evaluation system that provides positive and constructive feedback on performance
9. OAK expects its Employees to:
 - a) Apply and adhere to OAK's policies and organizational values
 - b) Use their best efforts to advance the interests of OAK
 - c) Perform their duties to the best of their abilities
 - d) Seek a high level of performance results
 - e) Act professionally in the discharge of their employment responsibilities
 - f) Provide open and direct communication
 - g) Ensure the integrity of their personal conduct
 - h) Provide OAK with any changes to the Employee's name, address, phone number, and other personal information that OAK is required to maintain

Employment Agreement

10. Employees will enter into an employment agreement with OAK.
11. If the Employee continues to be employed by OAK after the expiration of his or her *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until an acceptable *Employment Agreement* has been signed by both the Employee and OAK.
12. Where there is any inconsistency between the terms of the Employee's *Employment Agreement* and the terms of this Policy, the terms of the *Employment Agreement* will prevail.

Probationary Period

13. New Employees will be subject to a three (3) month probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
14. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.

15. The purpose of this probationary period is to provide an opportunity for both the Employee and OAK to evaluate their working relationship.
16. An employee who transfers within OAK to a new position will have a probationary period of three months in the new position. During this probationary period OAK may, at its sole discretion and for any reason, require the employee to return to his or her previous position without notice and without compensation.
17. At the end of the probationary period, a formal work performance evaluation will be conducted. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

Lead Supervisor

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

Attendance, Work Hours, and Supervision

19. The Lead Supervisor will supervise the performance of all Employees on behalf of OAK's Board of Directors.
20. Employees will work out of OAK's head office unless another arrangement has been agreed to by the Lead Supervisor in writing. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to OAK's head office or if the Employee changes residence.
21. Employees will work normal office hours, as determined by the Lead Supervisor. Part-time or temporary Employees may work modified office hours, as determined by the Lead Supervisor. Due to the nature of OAK as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
22. Overtime hours may be worked by an Employee with the approval of the Lead Supervisor. Overtime hours will be compensated by granting the Employee time off in lieu at a rate of time-and-a-half for each hour of overtime worked. Hours worked by the Employee, excluding Management, in excess of eight (8) hours per day or forty-four (44) hours in a single week will constitute overtime work.
23. If an Employee cannot be at work at the normal time, he or she will notify his or her supervisor the earliest opportunity with the reasons for, and expected duration of, the absence.
24. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do so by the Lead Supervisor, unless the Employee's absence has been approved by the Lead Supervisor.

Job Responsibilities, Performance, and Review

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

Vacation and Holidays

29. Vacation entitlements will accrue in accordance with the Act, unless stated otherwise in the Employee's *Employment Agreement*.
30. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
31. All vacations will be approved in advance by the Lead Supervisor. The Lead Supervisor retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at once. Vacation requests for one week or more will be submitted to the Lead Supervisor, in writing, no later than two months prior to the requested vacation date.
32. Term Employees will be paid vacation pay at a rate of four percent (4%) of the Employees' earnings during the first four (4) years of employment and six percent (6%) in the fifth and subsequent years of employment, payable bi-monthly or on the termination of employment.
33. Employees who have worked less than one full employment year will be entitled to vacation time on a prorated basis.
34. Employees are entitled to the paid public holidays in accordance with the Act.

35. An Employee is eligible for paid public holidays if the Employee has worked for OAK for at least thirty (30) working days in the year before the holiday, worked their last scheduled day of work before the holiday, and worked the first scheduled work day after the holiday.

Leave

36. The following sections endeavour to incorporate current Ontario and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.
37. Paid sick leave is available to Full-Time and Part-Time Employees after their probationary period has been successfully completed. A daily absence due to illness should be reported to the supervisor by 8:45am. All Full-Time and Part-Time Employees are entitled to four (4) days paid sick leave (this allotment exceeds the minimum entitlements in the Act). Full-Time and Part-Time Employees are not eligible to accumulate sick leave and must be legitimately ill before leave will be granted. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.
38. At the discretion of OAK, a doctor's letter may be required to substantiate the need for sick leave.
39. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least affects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.
40. Full-time Employees are entitled to up to three (3) days of paid leave for bereavement or compassionate purposes. This allotment exceeds the minimum entitlements in the Act.
41. Maternity leave and parental leave will be in accordance with the Act.
42. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.
43. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to OAK may result in termination of the Employee.

Salary and Benefits

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

Salary

45. The salary of each Employee will consist of a base salary and may include performance incentives.
46. Salary will be paid once a month, on the 15th of each month, unless payday falls on weekends or statutory holidays, in which case the payday will be moved to the last working day before the holiday.

47. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
48. Payment will be made either by cheque or by direct payment to the employee's bank account. Payment covers the pay period up to and including payday. If an employee takes his or her vacation during a payday, he or she may request an advance of the monthly pay to be received on the payday preceding the vacation. To receive an advance in this manner, the supervisor must inform the payroll department six (6) working days before the payday when the advance is to be made.
49. Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
50. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Lead Supervisor. The total payroll budget will be reviewed and approved by the Board of Directors on an annual basis. In carrying out these reviews, the Lead Supervisor and Board of Directors will have regard to salaries paid by comparable organizations.

RRSP Contributions to Employee Plans

51. OAK does not have an RRSP plan but where applicable (i.e. if variable compensation is payable) OAK may make payments to Employee RRSP plans (non OAK).

Benefits

52. Full-Time and Part-Time Employees working twenty (20) hours per week or more are eligible for health benefits as defined in their *Employment Agreement* after three continuous months of employment with OAK. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
53. The cost of OAK's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by OAK.
54. If an Employee's spouse is covered under another Benefits Plan, the Employee must choose which individual will be the primary wage earner for purposes of the Ontario Health Insurance Plan (OHIP). Under no circumstances will OAK pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
55. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by OAK constitutes a taxable benefit to the Employee. This benefit will be added to regular earnings on the Employee's T-4 at year end.
56. Term Employees are not entitled to health benefits.
57. Health benefits coverage will cease upon the Employee's termination. An Employee may convert such health benefits coverage upon termination by purchasing coverage from the policy holder on an individual basis.

Pregnancy/Parental Leave

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

Expense Compensation

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

Professional Development

60. OAK will budget for staff training and development according to the resources available each year. Employees should consult with the Lead Supervisor to identify suitable professional development opportunities. At the discretion of the Lead Supervisor and based upon a written request from an Employee, OAK may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.

61. OAK will support individual educational activities that:

- a) Have immediate application to the employee's job;
- b) Have future application to the employee's job; and
- c) Have no immediate application to the employee's job but prepares the employee to assume additional duties or acquire qualifications for advancement within OAK.

62. Proof of successful completion, passing grade, or required attendance is necessary to any reimbursement. A registration fee is considered part of the associated cost; however, no reimbursement will be made until successful completion of the course.

63. When possible, courses shall be scheduled during an individual's personal time so as not to conflict with her/his scheduled hours of work. Courses may be scheduled during scheduled hours of work at the discretion of the Lead Supervisor.

64. Employees must pay all tuition fees at the time of enrolment.

Cellphones

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

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

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

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

Other Employment

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

Personal Belongings

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

Conduct and Discipline

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

71. OAK's Employees may be subject to disciplinary action should their conduct so warrant.

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

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

Unsatisfactory Work Performance or Work-Related Behaviour

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

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

75. Gross misconduct includes the following:

- a) Theft or dishonesty

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

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

Termination

77. No notice, or pay in lieu of notice, is required by either OAK or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
78. Employees will provide notice of their intention to leave the employment of OAK in accordance with the Act.
79. OAK may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice.
80. OAK will provide Employees notice, or pay in lieu of notice, of its intention to terminate the Employee's employment with OAK without cause in accordance with the Act and will provide all other benefits as required by the Act, unless otherwise agreed in the Employee's *Employment Agreement*.
81. The Board will have authority for termination of the Business Manager and the Head Coach. The Lead Supervisor will have authority for termination of all other Employees.

Grievance Procedure

82. An Employee who is dissatisfied with any procedures or treatment, or who notices instances of wrongdoing in the workplace, should consider taking the matter up with his or her supervisor. If the matter is not resolved at this level, or if the Employee does not want to consult with his or her supervisor, the Employee may use OAK's *Whistleblower Policy* and/or may contact OAK's Board of Directors, including circumstances of harassment or violence in the workplace.

83. Employees may not advocate personal issues with any Director without the consent of the Lead Supervisor; unless the personal issues are directly connected to the conduct or behaviour of the Lead Supervisor.

<u>HUMAN RESOURCES POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

CONFLICT OF INTEREST POLICY

Definitions

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

Background

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

Purpose

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

Obligations

5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative’s personal interest and the interests of OAK, shall always be resolved in favour of OAK.
6. Representatives will not:
 - a) Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with OAK, unless such business, transaction, or other interest is properly disclosed to OAK and approved by OAK
 - b) Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration or who might seek preferential treatment

- c) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest, financial or otherwise
- d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with OAK, if such information is confidential or not generally available to the public
- e) Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of OAK, or in which they have an advantage or appear to have an advantage on the basis of their association with OAK
- f) Without the permission of OAK, use OAK's property, equipment, supplies, or services for activities not associated with the performance of their official duties with OAK
- g) Place themselves in positions where they could, by virtue of being a Representative of OAK, influence decisions or contracts from which they could derive any direct or indirect benefit
- h) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Representative of OAK

Disclosure of Conflict of Interest

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

Minimizing Conflicts of Interest in Decision-Making

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

Conflict of Interest Complaints

12. Any person who believes that a Representative may be in a conflict of interest situation should report the matter, in writing (or verbally if during a meeting of the Board or any committee), to OAK's Board who will decide appropriate measures to eliminate the conflict. The Board may apply the following actions singly or in combination for real or perceived conflicts of interest:
- a) Removal or temporary suspension of certain responsibilities or decision-making authority
 - b) Removal or temporary suspension from a designated position
 - c) Removal or temporary suspension from certain teams, events, and/or activities
 - d) Expulsion from OAK
 - e) Other actions as may be considered appropriate for the real or perceived conflict of interest
13. Any person who believes that a Representative has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to OAK to be addressed under OAK's *Discipline and Complaints Policy*.
14. Failure to comply with an action as determined by the Board will result in automatic suspension from OAK until compliance occurs.
15. The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.

Enforcement

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

CONFLICT OF INTEREST POLICY		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	Lead Supervisor definition & authority. Overtime compensation	Business Manager / Board

Conflict of Interest - Declaration Form

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

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

Name

Signature

Date

CONFIDENTIALITY POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *"Confidential Information"* – Personal information of Representatives including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, and background check information. Additionally, *Confidential Information* also covers information considered to be intellectual property of OAK such as data, proprietary information, business information, and trade secrets
 - b) *"Representative"* – All individuals employed by, or engaged in activities on behalf of, OAK. Representatives include, but are not limited to, staff, administrators, Directors and Officers of OAK, committee members, and volunteers
 - c) *"Members"* - All categories of membership defined in OAK's Bylaws, as well as all individuals employed by, or engaged in activities with, OAK including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, and Directors and Officers of OAK

Purpose

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

Scope and Application

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

Responsibilities

6. Representatives and Members will not, either during the period of their involvement/employment with OAK or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives and Members will not use, reproduce, or distribute Confidential Information without the express written consent of OAK.
8. All documents and written materials relating to Confidential Information will remain the property of OAK and, upon cessation of involvement/employment with OAK, for any reason, or upon request of OAK,

Representatives will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.

Intellectual Property

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

Enforcement

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

<u>CONFIDENTIALITY POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

EQUITY AND ACCESS POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *Under-Represented Groups* – Under-Represented Groups include women, children in low income families, Indigenous people, seniors, people with disabilities, newcomers to Canada, and members of the LGBTQ2 community

Purpose

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

Procedures

3. OAK will enhance the quality of, and increase the level of participation in, OAK's leadership and programs by:
 - a) Supporting inclusion, equity, and access for Under-Represented Groups
 - b) Ensuring that the achievement of equitable opportunities is a key consideration when developing, updating, or delivering OAK's programs and policies
 - c) Ensuring that individuals from Under-Represented Groups have no barriers to participation in OAK's programs, training, and coaching opportunities
 - d) Dealing with any incidence of discriminatory behaviour according to OAK's *Code of Conduct and Ethics* and *Discipline and Complaints Policy*

Decision-Making

4. OAK will encourage balanced representation by Under-Represented Groups on its Board and on all committees.

Communications

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

Ongoing Commitment to Inclusion, Diversity and Equity

6. OAK understands that one key to being a more inclusive, diverse, and equitable organization is to incorporate equity principles in all strategies, plans and actions of the organization, whether they relate to technical programs, operations, business management, sponsorship, marketing, media or communications. OAK resolves to incorporate equity concerns in its own strategies, plans, actions, and operations on a continuing basis.

Evaluation

7. OAK will continually monitor and evaluate its inclusion, equity, and access progress.

<u>EQUITY AND ACCESS POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

TRANS INCLUSION POLICY

Guiding Principles

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

Definitions

2. The following terms have these meanings in this document:
 - a) *“Cisgender”* – A term to describe a person whose gender identity corresponds with their birth-assigned sex (e.g., someone whose gender identity is male and was assigned male at birth)
 - b) *“Gender”* – The socially constructed roles, behaviours, activities and attributes that a society assigns to masculinity or femininity
 - c) *“Gender Expression”* – The way an individual communicates their gender identity to others. This is done through behaviour, body language, voice, emphasis or de-emphasis of bodily characteristics, choice of clothing, hairstyle, and wearing make-up and/or accessories. The traits and behaviours associated with masculinity and femininity are culturally specific and change over time
 - d) *“Gender Identity”* – A person’s innermost sense of their own gender. This can include man, woman, both, neither or something else entirely. Gender also refers to a variety of social and behavioural characteristics (e.g., appearance, mannerisms). There are lots of words people may use to talk about their gender identity and expression
 - e) *“Gender reassignment”* – Medically-supervised program of treatment to transition a person’s body to align with their gender identity through hormone therapy and/or surgery
 - f) *“Intersex”* – Refers to a combination of features that distinguish male and female anatomy

- g) *“Sex”* – The classification of people as male, female or intersex. Sex is usually assigned at birth and is based on an assessment of a person’s reproductive system, hormones, chromosomes and other physical characteristics, most notably by external genitalia
- h) *“Trans”* – An umbrella term that describes people with diverse gender identities and gender expressions that do not conform to stereotypical ideas about what it means to be a girl/woman or boy/man in society. It includes but is not limited to people who identify as transgender, transsexual, cross dressers (adjective), or gender non-conforming (gender diverse or genderqueer).
- i) *“Transgender Female”* – Someone who was assigned the male sex at birth, but whose gender identity is female
- j) *“Transgender Male”* – Someone who was assigned female sex at birth, but whose gender identity is male

Purpose

- 3. OAK believes that all individuals deserve respectful and inclusive environments for participation that value the individual’s gender identity and gender expression. OAK wants to ensure that all participants have access to programming and facilities in which they feel comfortable and safe. OAK is committed to implementing this policy in a fair and equitable manner.

Actions for Inclusion

- 4. OAK pledges to:
 - a) Provide this *Policy* to OAK staff and Directors and provide education on the importance of trans inclusion and what this entails in terms of practices, policies, procedures and norms of behaviour.
 - b) Endeavour to provide registration forms and other documents that allow:
 - i. the individual to indicate their gender identity and expression, rather than their sex or gender; and
 - ii. the individual to abstain from indicating a gender identity with no consequence to the individual
 - c) Maintain organizational documents and OAK website in a manner that promotes inclusive language and images
 - d) Refer to individuals by their preferred name and pronoun
 - e) Work with trans athletes on the implementation, monitoring and/or modification of this Policy
 - f) When OAK has the authority to determine participants’ use of washrooms, change rooms, and other facilities, OAK will permit individuals to use the facilities of their gender identity
 - g) Ensure uniforms and dress codes that respect an individual’s gender identity and gender expression
 - h) Determine Eligibility Guidelines for transgender participants (as described in this Policy)

Eligibility Guidelines - Exceptions

- 5. When applicable, the eligibility guidelines of the international federation, and/or any major Games regarding trans athlete participation will supersede the eligibility guidelines as outlined in this Policy.

Eligibility Guidelines

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

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

7. At both recreational and competitive levels, an individual may participate in their expressed and identified gender category.
8. Individuals are not required to disclose their trans identity or history to OAK or any of OAK's representatives (e.g., coaches, staff, Directors, officials, etc.).
9. All athletes must be aware that they may be subject to doping control testing pursuant to the Canadian Anti-Doping Program. Trans athletes undergoing gender reassignment are encouraged to contact the Canadian Centre for Ethics in Sport (CCES) to determine what procedures, if any, are required to obtain a Therapeutic Use Exemption (TUE).

Confidentiality

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

Ongoing Monitoring

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

Resolving Gender Identity and Expression Issues

12. Should an individual feel they have been subject to, or witness, discrimination, bullying, harassment, sexual harassment, vilification or victimization based on gender identity or expression, they should take appropriate action through OAK's *Discipline and Complaints Policy*. Should the individual not feel safe in doing so, they should seek assistance from OAK's Board of Directors for advice and support or action on their behalf.

Appeal

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

<u>TRANS INCLUSION POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	Registration forms	Business Manager / Board

CONCUSSION POLICY

Preamble

1. This Policy is based on the 5th Consensus Statement on Concussion in Sport that was released in April 2017. This Policy interprets the information contained in the report that was prepared by the 2017 Concussion in Sport Group (CISG), a group of sport concussion medical practitioners and experts, and adapts concussion assessment and management tools.
2. The CISG suggested 11 'R's of Sport-Related Concussion ("SRC") management to provide a logical flow of concussion management. This Policy is similarly arranged. The 11 R's in this Policy are: Recognize, Remove, Re-Evaluate, Rest, Rehabilitation, Refer, Recover, Return to Sport, Reconsider, Residual Effects, and Risk Reduction.
3. A concussion is a clinical diagnosis that can only be made by a Participant's physician. OAK accepts no liability for Participants or other individuals in their use or interpretation of this Policy.

Definitions

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

Purpose

5. OAK is committed to ensuring the safety of those participating in the sport of swimming. OAK recognizes the increased awareness of concussions and their long-term effects and believes that prevention of concussions is paramount to protecting the health and safety of Participants.
6. This Policy provides guidance in identifying common signs and symptoms of a concussion, protocol to be followed in the event of a possible concussion, and return to participation guidelines should a concussion be

diagnosed. Awareness of the signs and symptoms of concussion and knowledge of how to properly manage a concussion is critical to recovery and helping to ensure the individual is not returning to physical activities too soon, risking further complication.

Recognize

7. If any of the following **red flags** are present, an ambulance should be called and/or an on-site licensed healthcare professional should be summoned:
 - a) Neck pain or tenderness
 - b) Double vision
 - c) Weakness or tingling / burning in arms or legs
 - d) Severe or increasing headache
 - e) Seizure or convulsion
 - f) Loss of consciousness
 - g) Deteriorating conscious state
 - h) Vomiting
 - i) Increasingly restless, agitated, or combative
8. The following **observable signs** may indicate a possible concussion:
 - a) Lying motionless on the playing surface
 - b) Slow to get up after a direct or indirect hit to the head
 - c) Disorientation or confusion / inability to respond appropriately to questions
 - d) Blank or vacant look
 - e) Balance or gait difficulties, motor incoordination, stumbling, slow laboured movements
 - f) Facial injury after head trauma
9. A concussion may result in the following **symptoms**:
 - a) Headache or “pressure in head”
 - b) Balance problems or dizziness
 - c) Nausea or vomiting
 - d) Drowsiness, fatigue, or low energy
 - e) Blurred vision
 - f) Sensitivity to light or noise
 - g) More emotional or irritable
 - h) “Don’t feel right”
 - i) Sadness, nervousness, or anxiousness
 - j) Neck pain
 - k) Difficulty remembering or concentrating
 - l) Feeling slowed down or “in a fog”
10. Failure to correctly answer any of these **memory questions** may suggest a concussion:
 - a) What venue are we at today?
 - b) What is the name of your instructor?
 - c) What was your last meet?

Remove

11. In the event of a Suspected Concussion where there are **observable signs** of a concussion, **symptoms** of a concussion, or a failure to correctly answer **memory questions**, the Participant should be immediately removed from participation.
12. Participants who have a Suspected Concussion and who are removed from participation should:
 - a) Not be left alone (at least for the first 1-2 hours)
 - b) Not drink alcohol
 - c) Not use recreational/prescription drugs
 - d) Not be sent home by themselves
 - e) Not drive a motor vehicle until cleared to do so by a medical professional
13. A Participant who has been removed from participation due to a suspected concussion should not return to participation until the Participant has been assessed medically, preferably by a physician who is familiar with the [Sport Concussion Assessment Tool – 5th Edition \(SCAT5\)](#) (for Participants over the age of 12) or the [Child SCAT5](#) (for Participants between 5 and 12 years old), even if the symptoms of the concussion resolve.
14. For Participants who have been removed from participation, the Participant's parent/guardian should be immediately contacted. The Participant should be isolated in a dark room or area, stimulus should be reduced, the Participant should not be left alone, the Participant should be monitored, and any cognitive, emotional, or physical changes should be documented.

Re-Evaluate

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

Rest and Rehabilitation

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

Refer

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

Recovery and Return to Sport

19. SRCs have large adverse effects on cognitive functioning and balance during the first 24-72 hours after injury. For *most* Participants, these cognitive defects, balance and symptoms improve rapidly during the first two

weeks after injury. An important predictor of slower recovery from an SRC is the severity of the Participant's initial symptoms following the first few days after the injury.

20. The table below represents a graduated return to sport for most Participants, in particular those that did not experience high severity of initial symptoms after the following the first few days after the injury.

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

Table 1 - Return to Sport Strategy

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

Reconsider

27. The 2017 Concussion in Sport Group (CISG) considered whether certain populations (children, adolescents, and elite athletes) should have SRCs managed differently.

28. It was determined that all Participants, regardless of competition level, should be managed using the same SRC management principles.
29. Adolescents (13 to 18 years old) and children (5 to 12 years old) should be managed differently. SRC symptoms in children persist for up to four weeks. More research was recommended for how these groups should be managed differently, but the CISG recommended that children and adolescents should first follow a Return to School strategy before they take part in a Return to Sport strategy. A Return to School strategy is described below.

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

Table 2 - Return to School Strategy

Residual Effects

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

Risk Reduction and Prevention

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

Non-Compliance

32. Failure to abide by any of the guidelines and/or protocols contained within this Policy may result in disciplinary action in accordance with OAK's *Discipline and Complaints Policy*.

<u>CONCUSSION POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

FINANCIAL POLICY

Definitions

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

Purpose

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

Budget and Reports

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

Fiscal Year and Accounting Method

7. OAK's fiscal year will be as described in OAK's Bylaws.
8. OAK will use the accrual basis of accounting that recognizes revenues when they have been earned and expenses when they have been accrued.

Banking - Revenue

9. Registration fees shall be reviewed annually by the Treasurer who will make recommendations to the Board; which shall approve fees for each year well in advance of the start of the registration year.
10. Unless otherwise specified (i.e. Bingo funds), all money received by OAK will be placed into a general fund and will be used for all necessary and permitted purposes for the operation of OAK, as determined by OAK's Board.
11. All money received by OAK will be deposited in the OAK bank account. The OAK bank account should be with a Schedule 1 bank.
12. OAK will exercise a low risk investment strategy by investing excess cash in Guaranteed Investment Certificates. The decision to invest excess cash in approved investments must be made jointly by the Treasurer and the Business Manager.

13. Unless approved by the Board, OAK will not borrow money (other than credit cards) or activate lines of credit.

Signing Officers

14. All contracts, documents, or any other instruments in writing requiring the signature of OAK shall be signed by at least two of the following authorities:

- a) Business Manager
- b) Head Coach
- c) President
- d) Treasurer

15. All cheques require signatures from at least two (2) of the following:

- a) Business Manager
- b) Head Coach
- c) President
- d) Treasurer

16. All cheques payable to any signing authority will not be signed by that signing authority.

Expenses

17. All expenses will be supported with receipts and must be for the purpose of OAK business.

18. Approved expenses are to be claimed and reported no later than ninety (90) days following the date of the expense. Expenses submitted beyond the ninety (90) day reporting requirement will be paid only upon the Business Manager's approval. The Business Manager's expenses will be paid only upon approval from another Signing Officer.

19. The board must approve any unbudgeted expenditure that exceeds the lesser of \$50,000 or 2% of annual budgeted revenue prior to any such expenditure.

20. The board must approve any expenditure that results in a total expense budget variance of the lesser of \$50,000 or 2% of annual budgeted revenue prior to any such expenditure

Accounts

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

22. Accounts payable will be paid within the terms of the supplier invoice. Where no terms are specified, accounts will be paid within thirty (30) days.

Credit Card

23. With the approval of the Board, OAK may acquire credit cards for the use of staff members who are required to make purchases on a regular basis for travel, accommodation, and other expenses related to their duties on behalf of OAK. The Board will determine who receives credit cards and what the credit card limits will be.

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

25. Credit cards must only be used for authorized payments that include:
- a) Payment of actual and reasonable expenses incurred on authorized business, including travel and accommodation
 - b) Purchase of goods or budgeted items
26. For the purposes of this Policy, expenses included in an annual budget as approved by the Board are considered to be authorized. Expenses that fall outside the approved budget must be approved before being charged to a credit card.
27. Credit cards are not to be used for any personal expenses and a cardholder who makes an unauthorized purchase with the card or uses the card in an inappropriate manner will be subject to cancellation of the card as well as reimbursement of the unauthorized expenses and any associated interest with late payment charges.
28. All expenses charged to a credit card should be supported by a credit card receipt issued by the merchant and a detailed supplier invoice to confirm that the expenses are properly incurred on business of OAK.
29. Card disputes or potential fraud situations that arise between a cardholder and a merchant/vendor must be brought to the attention of OAK immediately so that an appropriate course of action may be taken. There are strict timelines on filing card disputes and frauds with the credit card company and they must be adhered to in order to ensure timely solutions are obtained and no loss is incurred by the individual holding the card or by OAK. Anyone not reporting disputes or potential fraud will result in the loss of his/her privileges of having a corporate card or using the corporate account
30. Under no circumstances are cash advances to be drawn on credit cards.
31. In addition, the following individuals have credit card responsibilities:
- a) Cardholders must:
 - i. not allow another person to use the card
 - ii. protect the pin number of the card
 - iii. only purchase within the credit limit of the card
 - iv. notify the credit card company if the card is lost or stolen
 - v. keep the card with them at all times, or in a secure location
 - vi. forward to OAK's bookkeeper, on a monthly basis, all receipts for expenses charged to the card in the previous month
 - vii. surrender the credit card upon the cardholder ceasing to perform the role for which the card was issued
 - b) OAK's Business Manager (or designate) must:
 - i. ensure that each credit card issued to an individual is paid in full on a monthly basis
 - ii. review and reconcile each credit card statement on a monthly basis
 - iii. bring to the attention of the Board any credit card expense which does not appear to be authorized under this policy
 - iv. recover from the cardholder any funds owing for unauthorized expenses

Expense Claims

32. Representatives may submit expense claims to OAK's Business Manager (or designate) for expenses incurred in performing their duties for OAK. Generally, only expenses pre-approved by OAK's Business Manager (or designate) will be reimbursed - and only within three months of the incurred expense. Expense claims must include:

- a) The exact amount of each separate expense
- b) The date on which the expense occurred
- c) The place and location of the expense
- d) The purpose of the expense
- e) A receipt for the expense

33. Representatives may submit expense claims to OAK's Business Manager (or designate) for travel and/or accommodation expenses for conferences, competitions, provincial meetings, or national meetings; provided the expected expense reimbursement amount is pre-approved by OAK's Business Manager (or designate).

34. Generally, no cash advances will be provided. If there is a need for a cash advance, a request must be made to OAK's Business Manager for approval at least ten (10) days prior to the advance.

35. Expenses will be reimbursed in amounts outlined in the following table:

Expense	Rate	Notes
Travel – Personal Vehicle Mileage	Consistent with annual CRA Automobile Allowance Rates.	Mileage will be calculated based on return travel from OAK's main office
Travel – Air	Lowest economy	Prior approval required
Meal Expenses	\$51.00 per day	Receipts not required
Accommodation	Double occupancy	All OAK personnel unless specified
Incidental expenses	Actual cost	Receipt required

36. OAK will not reimburse for costs above the specified rates.

Travel and Accommodation Expenses

37. The OAK Travel Policy sets out the processes for organizing and booking travel to meets or camps. That policy provides guidance on costs, transportation, accommodation and food. Centralizing coordination of travel arrangements provides an opportunity for OAK to obtain cost effective rates for everyone, streamline communication and ensure prudent financial management practices in alignment with this Policy. Outside of travel meets and camps, timely communication, centralized coordination and prudent financial management

practices will also apply when booking air travel, accommodation etc. Air travel including fares and itineraries is to be booked in advance by OAK (through the Business Manager or designate). In no circumstance will fares above the economy fare be reimbursed. Car travel will be reimbursed at the mileage rate specified in this Policy. Car rentals will be reimbursed where authorized and obtained through an authorized agency at the most economical rate possible. Individuals are expected to travel as foot-passengers where possible. Advance booking fees will be reimbursed where required by the nature and purpose of the travel.

38. Whenever possible, the Representatives who are attending the same event should travel together and stay with friends or event organizers where possible. However, only the driver may submit car-related expenses
39. All accommodation will be reimbursed based on double occupancy unless otherwise specified in the Travel Policy.
40. OAK will not provide reimbursement for parking tickets, speeding tickets or fines for any other violations.
41. A Representative attending an event where meals are not provided may receive a per-diem meal allowance. Per-diem rates are listed in the above table and do not require receipts. Individuals will not be reimbursed where meals are provided as part of an event or where meals are included in the accommodation rate (including for the avoidance of doubt where the Representative is asked to attend and receives a per-diem rate or where meals are included because they are part of a PSO or NSO funded event i.e. not for the purpose of OAK business). If a per-diem has been claimed in error, the Individual agrees to reimburse the expense.

Other Expenses

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

NSF Charges

44. OAK will charge a twenty-five dollar (\$25.00) charge on all NSF Cheques.

Replacement Cheques

45. Lost or missing cheques will not be re-issued until after the next applicable month end reconciliation has taken place.
46. Cheques that need to be replaced due to loss will be assessed a five dollar (\$5.00) administration fee.
47. Lost or missing cheques that have not been claimed by OAK's year end will not be reissued.

Procedures

48. OAK's Business Manager will be responsible to define procedures which may be necessary to support effective financial management and where applicable provide transparent information to staff and Members as to their obligations. This may include, but is not limited to, procedures with respect to payment of staff salaries, variable compensation, benefits or the payment of OAK registration and program fees, swim meet fees and implications for overdue payments. These shall be communicated to staff as well as OAK Members. Changes to any such procedures will be presented by the Business Manager to the OAK Board of Directors for approval.

Infractions

49. Any infraction under this policy may be subject to further disciplinary action, and possible sanction, pursuant to OAK's *Discipline and Complaints Policy*.

<u>FINANCIAL POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
February 2020	Changes to align with Travel Policy introduced February 2020	Governance Committee/Board of Directors
August 2021	Signing Officers (14, 15), Expenses (19, 35) and Infractions (49)	Business Manager / Board
July 2023	Removed clause 16 as it was in conflict with other sections of the Policy. Replaced clause 20 with clause 21. Added new clause 22	Governance Committee / Business Manager / Board

SCREENING POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a. *"Criminal Record Check (CRC)"* – A search of the Canadian Police Information Centre (CPIC) database, which is a compilation of police information and court decisions, as well as a search of the records held in the information database of a local police agency.
 - b. *"Local Police Information Check (LPIC)"* – Additional conviction and selected non-conviction information in national and local police data sources which may be relevant to the position sought.
 - c. *"Vulnerable Sector Check (VSC)"* – A search on a name or gender and date of birth against the RCMP National Repository of Criminal Records, Pardoned Sex Offender Database and various other police databases.
 - d. *"Offence Declaration"* - This form is to be submitted annually by the individual in the intervening years between Criminal Records Checks (CRCs), Local Police Information Checks (LPICs), and/or Vulnerable Sector Checks (VSCs). By signing this form, the individual declares that nothing has changed in their status since their last Criminal Records Check (CRC), Local Police Information Check (LPIC), and/or Vulnerable Sector Check (VSC).
 - e. *"Vulnerable Individuals"* – A person under the age of 18 years old and/or a person who, because of age, disability or other circumstance, is in a position of dependence on others or is otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority

Preamble

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

Application of this Policy

3. This Policy applies to all individuals whose position with OAK is one of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Individuals.
4. Individuals identified in the risk categories below will be required to submit screening documents as outlined in the Screening Requirements section. OAK will determine which individuals will be subject to screening using the following guidelines:

Level 1 - Medium Risk

Individuals with access to sensitive personal or confidential information, in a supervisory role/directing others and/or has access to financial records or money;

- a. All Level 4 and Level 5 officials.
- b. Non-coach employees or managers
- c. Directors, Board Members, and Committee Members

Level 2 – High Risk

Individuals involved in high risk assignments who occupy positions of trust and/or authority, and/or who have frequent or unsupervised access to Vulnerable Individuals. Examples:

- a. All coaches
 - b. Any persons involved in the delivery of developmental programs for swimmers such as clinics or camps;
 - c. Photographer/Videographers requesting access to deck during training or competition
 - d. Any persons appointed by OAK to accompany Vulnerable Individuals (i.e., swimmers) to a camp, competition or other event (i.e., athlete support personnel such as team managers, chaperones, paramedical and medical personnel)
5. Some positions pose a low-risk of harm to OAK or to its participants. Individuals involved in low risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to Vulnerable Individuals are exempt from screening.

Screening Requirements

6. It is OAK's policy that when an individual is first engaged by OAK:
- a. Level 1 individuals will:
 - i. Complete an Application Form (**Appendix A**)
 - ii. Complete a Screening Disclosure Form (**Appendix B**)
 - iii. Complete and provide a CRC
 - iv. Provide one letter of reference related to the position, if requested
 - v. Participate in training, orientation, and monitoring as determined by OAK
 - b. Level 2 individuals will:
 - i. Complete an Application Form (**Appendix A**)
 - ii. Complete a Screening Disclosure Form (**Appendix B**)
 - iii. Complete and provide a LPIC
 - iv. Provide one letter of reference related to the position, if requested
 - v. Participate in training, orientation, and monitoring as determined by OAK
 - vi. Provide a driver's abstract, if requested
 - c. If an individual subsequently receives a charge, conviction for, or is found guilty of, an offense they will report this circumstance immediately to OAK. Additionally, the individual will inform OAK of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.
 - d. If OAK learns that an individual has provided false, inaccurate, or misleading information, the individual will immediately be removed from their position and may be subject to further discipline in accordance with OAK's *Discipline and Complaints Policy*.
7. Frequency of Screening Requirements
- a. A CRC must be obtained and submitted to OAK every 3 years
 - b. An LPIC must be obtained and submitted to OAK every 3 years
 - c. A Offense Declaration Form must be completed and submitted to OAK in the intervening years between the required CRC or LPIC
 - d. A VSC must be obtained and provided to OAK as requested.

Screening Committee

8. The implementation of this Policy is the responsibility of OAK's Screening Committee which is a committee of either one (1) or three (3) members appointed by OAK. OAK will ensure that the members appointed to the Screening Committee possess the requisite skills, knowledge and abilities to accurately screen documents and render decisions under this Policy.
9. The Screening Committee will carry out its duties, in accordance with the terms of this policy, independent of the Board.
10. The Screening Committee is responsible for reviewing all documents submitted and, based on the review, making decisions regarding the appropriateness of individuals filling positions within OAK. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk management consultants, volunteer screening specialists, or any other person.

Young People

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

Renewal

13. Unless the Screening Committee determines, on a case-by-case basis, to modify the submission requirements, individuals who are required to submit a Screening Disclosure Form, CRC or LPIC, or Screening Renewal Form, are required to submit the documents as follows:
 - a. A Screening Disclosure Form (**Appendix B**) every year
 - b. An Offense Declaration Form (**Appendix C**) every year
 - c. A CRC, LPIC and/or Vulnerable Sector Check once every three (3) years
14. The Screening Committee may request that an individual provide any of the above documents at any time. Such requests will be in writing and reasons will be provided for the request.

Orientation, Training, and Monitoring

15. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at OAK's discretion.
16. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or initial period of engagement.

17. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
18. At the conclusion of orientation and training, the individual will be required to acknowledge, in written form, that they have received and completed the orientation and training.
19. Monitoring may include but is not limited to: written or oral reports, observations, electronic surveillance (e.g., facility security cameras), and site visits.

How to Obtain a CRC, LPIC, or VSC

20. A CRC and LPIC may be obtained online via www.mybackgroundcheck.com.
21. A VSC may be obtained via an individual's local police station or an RCMP office.
22. OAK understands that the *Police Record Checks Reform Act, 2015* requires the individual to consent in writing before requesting a criminal record check. The Act also requires the individual to consent in writing for any disclosure of the results to the requesting organization.
23. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.
24. OAK understands that it may be required to assist an individual with obtaining a VSC. OAK may need to submit a Request for VSC (**Appendix D**) or complete other documentation describing the nature of the organization and the individual's role with vulnerable individuals.

Procedure

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

OAK Business Manager - 1121 Invicta Drive, Unit 2, Oakville Ontario L6H 2R2 | manager@oakvilleaquatics.ca

26. Coaches must also submit their CRC, LPIC, VSC or Offence Declaration to Swim Ontario.
27. An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the position sought. The individual will be informed that their application and/or position will not proceed until such time as the screening documents are submitted.
28. OAK understands that there may be delays in receiving the results of a VSC. At its discretion, OAK may permit the individual to participate in the role during the delay. OAK may withdraw this permission at any time and for any reason.
29. The Screening Committee will use its expertise and discretion when making decisions based on the screening documents that have been submitted.

30. Following the review of the screening documents, the Screening Committee will decide:
- The individual has passed screening and may participate in the desired position; OR
 - The individual has passed screening and may participate in the desired position with conditions; OR
 - The individual has not passed screening and may not participate in the desired position; OR
 - More information is required from the individual.
31. In making its decision, the Screening Committee will consider the type of offense, date of offense, and relevance of the offense to the position sought.
32. The Screening Committee must decide that an individual has not passed screening if the screening documentation reveals any of the following:
- If imposed in the last three years:
 - Any offense involving the use of a motor vehicle, including but not limited to impaired driving
 - Any offense for trafficking and/or possession of drugs and/or narcotics
 - Any offense involving conduct against public morals
 - If imposed in the last ten years:
 - Any offense involving a minor or minors
 - If imposed at any time:
 - An individual's conviction for any of the following *Criminal Code* offenses:
 - Any offense of physical or psychological violence
 - Any crime of violence including but not limited to, all forms of assault
 - Any offense involving trafficking of illegal drugs
 - Any offense involving the possession, distribution, or sale of any child-related pornography
 - Any sexual offense
 - Any offense involving theft or fraud

Conditions and Monitoring

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

Records

34. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, or for use in legal, quasi-legal, or disciplinary proceedings. Records will be retained for a period of time as outlined in OAK's Record Retention Policy. All records that are no longer required will be disposed of in a secure manner that renders them unreadable by others (i.e. by shredding)

35. The records kept by OAK as part of the screening process include but are not limited to:

- a) An individual's Criminal Records Check (CRC)
- b) An individual's Local Police Information Check (LPIC)
- c) An individual's Vulnerable Sector Check (VSC)
- d) An individual's Screening Disclosure Form
- e) An individual's Screening Renewal Form
- f) Records of any conditions attached to an individual's registration by the Screening Committee
- g) Records of any discipline applied to any individual by OAK or by another sport organization

<u>SCREENING POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
October 2019	Changes to form of background check required and to reflect club practice	Mark Page/Board
August 2021	None	Business Manager / Board
January 2022	Updates to align with Swim Ontario's screening requirements	Governance Committee/ Business Manager / Board
March 2022	Update Appendices to align with new screening requirements and included instructions on how to obtain a CRC, LPIC or VSC.	Governance Committee/ Business Manager / Board

Appendix A – Application Form

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

NAME: _____
First Middle Last

CURRENT PERMANENT ADDRESS:

Street City Province Postal Code

DATE OF BIRTH: _____ **GENDER IDENTITY:** _____
Month/Day/Year

EMAIL: _____ **PHONE:** _____

POSITION SOUGHT: _____

By signing this document below, I agree to adhere to OAK's policies and procedures, including but not limited to the *Code of Conduct and Ethics*, *Conflict of Interest Policy*, *Privacy Policy*, and *Screening Policy*. OAK's policies are located within OAK's Policy Manual which be found under the following link:

<https://www.teamunify.com/team/onoac/page/parent-info/oak-board-documents>

CERTIFICATION

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

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

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

SIGNATURE: _____

Appendix B – Screening Disclosure Form

NAME: _____
First Middle Last

OTHER NAMES YOU HAVE USED: _____

CURRENT PERMANENT ADDRESS:

Street City Province Postal Code

DATE OF BIRTH: _____ **GENDER IDENTITY:** _____
Month/Day/Year

CLUB (if applicable): _____ **EMAIL:** _____

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

1. **Have you been convicted of a crime?**

☐ Yes ☐ No

If Yes , please complete the following information for *each conviction*. Attach additional pages as necessary.

Name or Type of Offense: _____

Name and Jurisdiction of Court/Tribunal: _____

Year Convicted: _____

Penalty or Punishment Imposed: _____

Further Explanation: _____

2. **Have you ever been disciplined or sanctioned by a sport governing body or by an independent body (e.g., private tribunal, government agency, etc.) or dismissed from a coaching or volunteer position?**

☐ Yes ☐ No

If Yes, please complete the following information for each disciplinary action or sanction. Attach additional pages as necessary.

Name of disciplining or sanctioning body: _____

Date of discipline, sanction or dismissal: _____

Reasons for discipline, sanction or dismissal: _____

Penalty or Punishment Imposed: _____

Further Explanation: _____

3. **Are criminal charges or any other sanctions, including those from a sport body, private tribunal or government agency, currently pending or threatened against you?**

☐

Yes

☐

No

If **Yes**, please complete the following information for each pending charge or sanction. Attach additional pages as necessary.

Name or Type of Offense: _____

Name and Jurisdiction of Court/Tribunal: _____

Name of disciplining or sanctioning body: _____

Further Explanation: _____

PRIVACY STATEMENT

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

CERTIFICATION

I hereby certify that the information contained in this Screening Disclosure Form is accurate, correct, truthful and complete. I further certify that I will immediately inform OAK of any changes in circumstances that would alter my original responses to this Screening Disclosure Form. Failure to do so may result in the withdrawal of volunteer responsibilities or other privileges and/or disciplinary action.

NAME (print): _____

DATE: _____

SIGNATURE: _____

Appendix C – Offence Declaration Form

NAME: _____
First Middle Last

CURRENT PERMANENT ADDRESS:

Street City Province Postal Code

DATE OF BIRTH: _____ **GENDER IDENTITY:** _____
Month/Day/Year

EMAIL: _____ **PHONE:** _____

By signing this document below, I certify that there have been no changes to my criminal record since I last submitted a Vulnerable Sector Check and/or Screening Disclosure Form to OAK. I further certify that there are no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders, or applicable non-conviction information, and there have been no absolute and conditional discharges.

I agree that any Vulnerable Sector Check and/or Screening Disclosure Form that I would obtain or submit on the date indicated below would be no different than the last Vulnerable Sector Check and/or Criminal Record Check and/or Local Police Information Check and/or Screening Disclosure Form that I submitted to OAK. I understand that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Vulnerable Sector Check and/or Criminal Record Check and/or Local Police Information Check and/or Screening Disclosure Form to OAK's Screening Committee instead of this form.

I recognize that if there have been changes to the results available from the Vulnerable Sector Check and/or Criminal Record Check and/or Local Police Information Check and/or Screening Disclosure Form, and that if I submit this form improperly, then I am subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.

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

SIGNATURE: _____

Appendix D – Request For Vulnerable Sector Check

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

INTRODUCTION

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

DESCRIPTION OF ORGANIZATION

OAK is a not-for-profit local organization for the sport of swimming located in Oakville, Ontario.

[Insert additional description]

DESCRIPTION OF ROLE

_____ [insert individual's name] will be acting as a _____ [insert individual's role]. In this role, the individual will have access to vulnerable individuals.

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

CONTACT INFORMATION

If more information is required from OAK, please contact the Screening Committee Chair:

[Insert information for Screening Committee Chair]

Signed: _____

Date: _____

LOBBYING POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “Act” – The Lobbyist Registration Act
 - b) “Staff Representative” – All individuals employed or contracted by OAK

Purpose

2. The purpose of this Policy is to inform Staff Representatives of their obligations under applicable lobbying legislation, identify when their contact with government officials constitutes the activity of registered lobbying, identify OAK’s policies on such contact, and identify what steps they must take to ensure that OAK is in compliance with all federal and provincial Acts related to lobbying.

Scope and Application

3. The Act requires all persons who intend to communicate with and influence a public office holder (which is broadly defined and includes most provincial public servants, provincial politicians and their staff, as well as officials at agencies, boards and commissions) to file a return with the Registrar. The Act sets out three types of lobbyists:
 - a) consultant lobbyist;
 - b) in-house lobbyist for persons and partnerships; and
 - c) in-house lobbyist for organizations (includes non-profit organizations)
4. Lobbying is defined as including “activities intended to influence a public office holder with respect to changes to legislation, regulations, programs, privatization, and awarding of grants, contributions or financial benefits”.

Responsibilities

5. Staff Representatives must contact OAK’s Business Manager if they believe they may be engaging in, or if they are about to engage in, activities that may be defined as lobbying. The Business Manager will consult with OAK’s Board of Directors and outside counsel, if required, to determine OAK’s responsibilities under the Act, if any.

LOBBYING POLICY		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

BUSINESS CONTINUITY POLICY

Purpose

1. The purpose of this policy is to establish a comprehensive business continuity management plan that will allow the club to continue to provide essential operations and services to its members.

Business Continuity Plan

2. The Business Continuity Plan will:
 - a) Identify best business practices to promote and protect OAK by mitigating risk through the process of identifying critical business/operational functions and services and establishing effective recovery strategies; and
 - b) Protect OAK's people, assets, corporate mission, and the survivability of OAK in the event of any incident that can impact its ability to function.
3. OAK will ensure that there are strategies in place that will incorporate the following levels of development that will be the basis of the club's Business Continuity Plan:
 - a) Corporate Level Strategy – Work area recovery or Alternate Site
 - i. The alternate work site(s) that are referenced in the Business Continuity Plan must be adequately equipped to continue essential club functions in the event of a disaster or serious business emergency
 - b) Resource Recovery Strategy – I.T. and communication requirements
 - i. Replacement equipment, technical support contracts, and/or contingency telecommunication services may be required to ensure the continuation of critical business functions.
 - ii. Backup procedures and system recovery documentation must be incorporated into the business continuity management program to recover and validate operating systems, data/applications. Recovery of information systems, applications and transactions must be restored based on the level of criticality as specified in the Business Continuity Plan

Responsibilities

4. OAK's Business Manager will have the responsibility of developing OAK's Business Continuity Plan in conjunction with the Board of Directors.

BUSINESS CONTINUITY POLICY		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author / Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

RECORDS RETENTION POLICY

Purpose

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

Scope and Application

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

Storage

3. Records should be stored at OAK's registered office or at a location the Directors determine.

Documents and Records (Incorporation)

4. The following documents and records must be kept as a requirement of the Ontario Not-for-Profit Corporations Act (the incorporation legislation with which OAK must soon comply):

RECORD	REQUIRED BY
Articles, Bylaws, and any amendments	Not-for-Profit Corporations Act (ONCA)
Minutes from any meeting of Members or any committee of Members	Not-for-Profit Corporations Act (ONCA)
Resolutions from the Members and any committee of Members	Not-for-Profit Corporations Act (ONCA)
Minutes from any meeting of Directors or any committee of Directors	Not-for-Profit Corporations Act (ONCA)
Resolutions from the Directors and any committee of Directors	Not-for-Profit Corporations Act (ONCA)
Consent by a Director to act as a Director	Not-for-Profit Corporations Act (ONCA)
Register of Directors	Not-for-Profit Corporations Act (ONCA)
Register of Officers	Not-for-Profit Corporations Act (ONCA)

Register of Members	Not-for-Profit Corporations Act (ONCA)
Accounting records adequate to enable the Directors to ascertain the financial position of the organization with reasonable accuracy on a quarterly basis	Not-for-Profit Corporations Act (ONCA)

5. The ONCA is not specific about the length of time records must be kept for anything except for accounting records (which must be retained for six years). However, organizations should want to retain all important records indefinitely.
6. Records kept under the ONCA can be accessed at all times by Directors during the regular operating hours of the organization. OAK must also provide records to Directors free of charge. Members are entitled to free copies of the bylaws and may request access to the register of Members – but only the Members’ names and addresses.
7. Records that include personal information of Members (such as the details kept in the registry of Members) are subject to the Personal Information and Protection and Electronic Documents Act (PIPEDA). Per OAK’s *Privacy Policy*, a Member may request that OAK disclose to the Member any personal information that has been retained

Documents and Records (Canada Revenue Agency)

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

RECORD	REQUIRED BY
Cheques – cancelled	Canada Revenue Agency
Cheque stubs	Canada Revenue Agency
Bank statements	Canada Revenue Agency
Invoices (internal)	Canada Revenue Agency
Bills (accounts payable)	Canada Revenue Agency
Bank reconciliations	Canada Revenue Agency
Deposits	Canada Revenue Agency
Deposit books	Canada Revenue Agency

Annual financial statements	Canada Revenue Agency
Monthly financial statements	Canada Revenue Agency
Local financial statements	Canada Revenue Agency
RRSP information	Canada Revenue Agency
Payroll records and invoices	Canada Revenue Agency
Investment statements	Canada Revenue Agency
Tax receipt copies	Canada Revenue Agency
General ledger	Canada Revenue Agency (indefinite)
Records of endowment donations	Canada Revenue Agency (indefinite)
Documents around long-term acquisitions	Canada Revenue Agency (indefinite)
Liability insurance policies	Canada Revenue Agency (indefinite)

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

Documents and Records (Other)

10. The following documents and records must also be kept:

RECORD	REQUIRED BY	LENGTH
Employee record including: name, address, date of birth (if under 18), starting date of employment, and hours worked each day and week	Employment Standards Act	Duration of employment
Employee agreements indicating overtime work, vacation time and pay, and leave requirements	Employment Standards Act	Duration of employment
Conflict of Interest Declaration Forms	Conflict of Interest Policy	Duration of employment/service

Complaint and appeal decisions	Discipline and Complaints Policy, Appeal Policy	Indefinitely
Screening Disclosure Forms	Screening Policy	Three year
Screening Renewal Forms	Screening Policy	One year
Criminal Record Checks (CRC)	Screening Policy	Three years
Local Police Information Check (LPIC)	Screening Policy	Three years
Vulnerable Sector Checks	Screening Policy	Indefinitely
Volunteer Agreements		Duration of service
Registration forms		One year
Waivers		One year
Assumption of Risk forms		One year
Travel Consent forms		One year

<u>RECORDS RETENTION POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board
January 2022	Updated names of documents relating to Screening Policy	Governance Committee/Business Manager / Board

POLICY REVIEW POLICY

Purpose

1. The purpose of this Policy is to formalize OAK's review of its policies.

Schedule

2. OAK will review its policies every two years or at the discretion of the Business Manager or Board of Directors.
3. OAK's *Human Resources Policy, Concussion Policy, Accessibility Policy, Health and Safety Policy and Travel Policy* will be reviewed annually.

Review

4. OAK's Business Manager will lead the review of OAK's policies and will form committees or consult outside experts as necessary.
5. Additions, deletions, or modifications to any policy will be submitted to the Board of Directors for review and approval.

Member Proposals

6. The Board of Directors will accept recommendations for policy updates or additions from Members. These suggestions will be considered by the Business Manager immediately or during the next review of the policies, at the Board's discretion.

POLICY REVIEW POLICY		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board
September 2019	Included annual review for Health and Safety Policy	Governance Committee/Board
February 2020	Included annual review of Travel Policy	Governance Committee/Board
August 2021	None	Business Manager / Board

IT/SECURITY POLICY

Purpose

1. The purpose of this Policy is to describe security measures that are applicable to OAK's staff and Board when using any OAK technology, OAK email address, and OAK's website.

IT / Security Requirements

Hardware & Software

2. OAK computers contain anti-virus software which may not be disabled for any reason. All antivirus programs should be checked at least weekly to ensure they are being updated with the latest virus definitions.
3. Programs may not be installed on OAK computers without authorization from the Business Manager. An inventory of all software licensing and contracts are to be documented and stored. The inventory is to include the software key, the computer name, OS version, make and model. All installations of software must be fully licensed with the vendor.
4. Passwords for OAK applications, computers, cell phones and devices must be retained only by individual users and not posted publicly. All passwords must be reasonably complex with at least 8 characters, including upper and lowercase, and at least one digit. Passwords should be changed regularly.
5. Using the internet on an OAK device is restricted to matters related to OAK.
6. All decommissioned electronic equipment must have their contents destroyed before disposal. This includes cell phones, computers, laptops, tablets and photocopiers.

Email Addresses

7. OAK's email addresses must only be used for non-personal and OAK-related business.

Website

8. OAK's website may only be modified with permission of the Business Manager.

Access

9. At least two people must have access to key administrative passwords.
10. Upon the departure of any employee and regardless of circumstance, all passwords should be changed and access to Team Unify, BaseCamp, Google, Swimming Canada and OAK Offices revoked.
11. All documents with sensitive information must be password protected at a minimum. This includes any files with SIN numbers, passports, health information, and disputes and personal information such as email addresses, addresses and phone numbers.
12. For cloud based applications like Google and BaseCamp, two-factor security authentication may be used when possible.

Training

13. All users will be given education on email phishing.

IT/SECURITY POLICY		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	Two-factor security authorization	Business Manager / Board

ANTI-DOPING POLICY

Definitions

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

Purpose

2. OAK is committed to clean sport in Canada and endorses the 2021 Canadian Anti-Doping Program and the World Anti-Doping Code. The purpose of this policy is to confirm that OAK has adopted the 2021 CADP as its primary domestic anti-doping policy.

Scope and Authority

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

Provisions

5. OAK is unequivocally opposed, on ethical, medical and legal grounds to the practice of doping in sport.
6. OAK has adopted and agrees to abide by the Canadian Anti-Doping Program, as administered by the CCES, and as it may be amended from time to time.
7. In the event of a conflict between other anti-doping policies established by OAK and the 2021 CADP, the 2021 CADP shall prevail.
8. OAK will provide regular information and news on the anti-doping program domestically and internationally and will arrange for the presentation of an anti-doping educational program with support material from CCES to groups of athletes and coaches at camps and competitions whenever possible.

9. OAK will respect the sanctions applicable due to an anti-doping rule violation, whether imposed by WADA, the CCES, or any national or provincial sport organization.
10. OAK will comply with the CADP with respect to public announcements of positive test results.
11. All Individuals and persons sanctioned by virtue of the CADP will be ineligible to participate in any role and in any competition or activity organized, convened, held, or sanctioned by OAK as per the penalties imposed.

<u>ANTI-DOPING POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	2021 CADP	Business Manager / Board

FUNDRAISING AND SPONSORSHIP POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Venture”* – A fundraising proposal that is project-specific or event-specific
 - b) *“Sanctioner”* – OAK’s Business Manager, or designee, who has the responsibility for sanctioning Ventures
 - c) *“Donors”* – The parties (groups, organizations, individuals) that are solicited for funds
 - d) *“Sponsor”* – An organization or individual that contributes funds to OAK in exchange for advertising benefits
 - e) *“Partner”* – A person, group or organization that works collectively with OAK towards a mutually defined goal. A partner does not necessarily provide monetary funds and may provide a discounted service or service in-kind that will benefit OAK

Purpose

2. OAK supports raising funds through fundraisers and sponsorship. This Policy will assist OAK with making proper and informed decisions about fundraising and sponsorship; particularly so that all Sponsors have a worthwhile relationship with OAK and so that fundraising ventures have a likelihood of profitability, effectiveness, efficiency, and are reflective of OAK’s values.

Application of this Policy

3. This Policy applies to OAK and potential Donors, Sponsors and/or Partners as well as Fundraising Ventures.

Fundraising

Fundraising Principles

4. OAK and its participants shall consider and apply the following principles when determining whether or not to approve a fundraising Venture:
 - a) Profitability; whether or not the result of the Venture is expected to exceed the time and resources invested in its implementation
 - b) Feasibility; that the Venture is able to be executed and monitored
 - c) Cost-effectiveness; that all costs (both up-front and hidden) must be factored into the expenses of the Venture
 - d) Jurisdiction; that the group or participant receiving the benefits of the Venture is identified and clarified
 - e) Adheres to values; that the Venture must be in line with the values of OAK
 - f) Unconfirmed income; that the funds raised from the Venture must not be budgeted as hard revenue
 - g) Tax receipts; that the Venture must respect all federal and provincial laws and regulations governing fundraising and tax receipts

Pre-Venture Procedure

5. The group, committee, person, or entity proposing a Venture must submit a written proposal that answers the following questions:
 - a) What is the Venture?

- b) How long will the Venture last?
 - c) What potential audience will the Venture target for soliciting for funds?
 - d) What organizational resources will be required?
 - e) What other expenses will be required to start or maintain the Venture?
 - f) Will OAK be required to partner with a group, company, or organization?
 - g) What funds, resources, or other benefits are expected to be gained from the Venture?
 - h) Who benefits from the Venture and what is the distribution of benefits?
 - i) What can go wrong with the Venture and how have these risks been managed?
6. The proposal must be submitted to the Sanctioner for approval before the Venture may begin. The Sanctioner shall approve or reject the proposal within fifteen (15) days of receiving it.
7. If the proposal is rejected, the Sanctioner shall explain reasons for the rejection. A revised proposal may be submitted to be accepted or rejected by the Sanctioner within ten (10) days of receiving the revision.

Board Approval

- 8. Any Ventures that may be in direct competition or conflict (in terms of location or Donors solicited) with Ventures from other organizations must be approved by OAK's Board of Directors.
- 9. Approval must be obtained from OAK's Board of Directors before any Venture is initiated that is radical, unusual, or that contravenes sections of this Policy.

Solicitations

- 10. Donors solicited must receive informed, accurate, and ethical advice about the value and tax implications of contributing to the Venture.
- 11. All communication with Donors must be accurate, reflect OAK's values, and conform to this Policy.

Post-Venture Procedure

- 12. Once the proposal has been approved, and during and after the Venture's fundraising activities, the Venture must:
 - a) Comply with all applicable local, provincial, and federal laws
 - b) Not engage in activities that harm members or volunteers, that conflict with ethical or legal obligations (pursuant to OAK's *Code of Conduct and Ethics* and OAK's *Conflict of Interest Policy*), or that exploit a relationship with a potential Donor, member, employee, or volunteer
 - c) Track all funds and benefits collected, record all expenses, and determine the net result of the Venture
 - d) Distribute benefits and funds as per the Venture's proposal
 - e) Seek approval from the Sanctioner before distributing funds and benefits outside of the scope of the proposal

13. When the Venture has concluded, a report must be submitted to the Sanctioner detailing the result of, and distribution of funds and benefits from, the Venture. If approval from OAK's Board of Directors was required for a Venture (under the **Board Approval** section of this Policy) a report must also be submitted to OAK's Board of Directors.

Sponsorship

Sponsorship Principles

14. OAK shall consider and apply the following principles when determining whether or not to accept a Sponsor:
- a) Adheres to values; the Sponsor must have similar values to OAK
 - b) Input; the Sponsor will have input into how its brand and/or logo are displayed

Application and Approval

15. OAK shall designate an individual or committee to recruit Sponsors, review and approve applications from potential Sponsors, and maintain relationships with existing Sponsors.

Gift Acceptance

16. OAK solicits and accepts gifts that are consistent with its mission and that support its core programs, as well as special projects. Donations will generally be accepted from individuals, partnerships, corporations, foundations, government agencies, or other entities, without limitations.

17. Gifts Generally Accepted Without Review:

- a) Cash. Cash gifts are acceptable in any form, including by cheque, money order, credit card, or on-line. Donors wishing to make a gift by credit card must provide the card type (e.g., Visa, MasterCard, American Express), card number, expiration date, and name of the card holder as it appears on the credit card.
- b) Marketable Securities. Marketable securities may be transferred electronically to an account maintained at one or more brokerage firms or delivered physically with the transferor's endorsement or signed stock power (with appropriate signature guarantees) attached. All marketable securities will be sold promptly upon receipt unless otherwise directed by OAK. In some cases marketable securities may be restricted, for example, by applicable securities laws or the terms of the proposed gift; in such instances the decision whether to accept the restricted securities shall be made by the Executive Committee.
- c) Bequests and Beneficiary Designations under Revocable Trusts, Life Insurance Policies, Commercial Annuities and Retirement Plans. Donors are encouraged to make bequests to OAK under their wills, and to name OAK as the beneficiary under trusts, life insurance policies, commercial annuities and retirement plans.
- d) Charitable Remainder Trusts. OAK will accept designation as a remainder beneficiary of charitable remainder trusts.
- e) Charitable Lead Trusts. OAK will accept designation as an income beneficiary of charitable lead trusts

18. Review by counsel is recommended for:

- a) Gifts of securities that are subject to restrictions or buy-sell agreements.
- b) Documents naming OAK as trustee or requiring OAK to act in any fiduciary capacity.
- c) Gifts requiring OAK to assume financial or other obligations.

- d) Transactions with potential conflicts of interest.
- e) Gifts of property which may be subject to environmental or other regulatory restrictions

19. **Restrictions on Gifts**—OAK will not accept gifts that (a) would result in OAK violating its corporate charter, (b) would result in OAK losing its status as a not-for-profit organization, (c) are too difficult or too expensive to administer in relation to their value, (d) would result in any unacceptable consequences for OAK or (e) are for purposes outside OAK’s mission. Decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the BOARD, in consultation with the Executive Director

FUNDRAISING AND SPONSORSHIP POLICY		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	Section 1: Updated definitions Section 5 & 6: Updated pre-Venture procedure	CRDC, Business Manager / Board

RISK MANAGEMENT POLICY

Preamble

1. OAK is committed to managing risks to the organization by ensuring its decisions and actions reflect established standards and the organization's values.

Purpose

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

Scope and Authority

5. The Business Manager is the designated Risk Manager for OAK and responsible for the implementation, maintenance, and communication of this policy. This Policy applies to all decisions and activities undertaken on behalf of OAK.

Policy

6. OAK makes the following commitments:
 - a) Activities and events undertaken by OAK will incorporate the principles of risk management
 - b) Systematic and explicit steps will be taken to identify, assess, manage and communicate risks facing OAK in a timely fashion
 - c) Risk mitigation strategies will be reasonable and will reflect the reasonable standard of care in any circumstance (where standard of care is determined by written/published standards, industry practices, established case law precedent, and common sense)
7. OAK acknowledges that risk management is a broad activity and a shared responsibility. All directors, officers, staff, and volunteers have an ongoing responsibility to take appropriate measures within their scope of

authority and responsibility to identify, assess, manage and communicate risks to those that they report to including but not limited to, the Risk Manager.

Risk Tolerance

8. The following figures represent the likelihood of risks and potential consequences, the significance of the risk, and the control effectiveness rating:

Likelihood				
Rating	Based on Annual Frequency		Based on Annual Probability of Occurrence	
	Descriptor	Definition	Descriptor	Definition
5	Very frequent	More than twenty times per year	Almost certain	>90% chance of occurrence
4	Frequent	Six to twenty times per year	Likely	65% to 90% chance of occurrence
3	Reasonably frequent	Two to five times per year	Reasonably possible	35% to 65% chance of occurrence
2	Occasional	Once per year	Unlikely	10% to 35% chance of occurrence
1	Rare	Less than once per year	Remote	< 10% chance of occurrence

continued on next page

Significance		
Rating	Descriptor	Definition
5	Catastrophic	- Financial loss to company in excess of \$250,000 - International, long-term media coverage - Widespread employee morale issues and loss of multiple senior leaders - Required to report incident to authorities, resulting in significant sanctions and financial penalties
4	Major	- Financial loss to company between \$100,000 and \$250,000 - National, long-term media coverage - Widespread employee morale problems and turnover - Required to report incident to authorities, resulting in sanctions against company
3	Moderate	- Financial loss to company between \$20,000 and \$100,000 - Short-term, regional or national media coverage - Widespread employee morale problems - Required to report incident to authorities and take immediate corrective action
2	Minor	- Financial loss to company between \$2,500 and \$20,000 - Limited, local media coverage - General employee morale problems - Incident is reportable to authorities, but no follow-up
1	Incidental	- Financial loss to company less than \$2,500 - No media coverage - Isolated employee dissatisfaction - Event does not need to be reported to authorities

Control Effectiveness	
Control Risk Rating	Description
5	Very effective (reduces 81–100% of the risk)
4	Effective (reduces 61–80% of the risk)
3	Moderately effective (reduces 41–60% of the risk)
2	Marginally effective (reduces 21–40% of the risk)
1	Not effective (reduces 0–20% of the risk)

Procedures

9. Managing risks involves three steps:

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

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

a) **Operational / Program Risks**

Risks related to the development, sanctioning, and implementation of OAK's programs; management of human resources, including staff and volunteers; organizational capacity to meet member and stakeholder expectations.

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

b) **Compliance Risks**

Risks related to failure to comply with existing laws and regulations governing employment, privacy, and workplace safety. Also includes complying with anti-doping policies, Sport Canada, other agency standards for funding and accountability, and the fulfillment of contractual obligations.

c) **Communication Risks**

Risks related to internal and external communications, information management systems, crisis and issues management, media relations, image and reputation management, missed opportunities to

promote and exploit successful outcomes, management of intellectual property, social media opportunities and pitfalls, confidentiality.

d) **External Risks**

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

e) **Governance Risks**

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

f) **Financial Risks**

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

g) **Health and Safety of Athletes**

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

11. All risks faced by OAK can be addressed by one or more of the following four general strategies:

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

12. The above general strategies translate into a variety of risk control measures, which for OAK may include, but are not limited to:

- a) Development of policies, procedures, standards and rules
- b) Effective communication
- c) Education, instruction, professional development and specialized training
- d) Ensuring a core set of organizational values have been identified, defined and communicated throughout OAK
- e) Adherence to minimum, mandatory qualifications and/or certifications for key staff and leaders

- f) Use of robust and legally sound contracts (i.e., employment agreements, contractor agreements, partnership agreements)
- g) Improving role clarity through use of written position descriptions and committee terms of reference
- h) Supervision and monitoring of staff, volunteers, participants and activities
- i) Establishing and communicating procedures to handle concerns, complaints and disputes
- j) Implementing schedules for regular review, maintenance, repair and replacement of equipment
- k) Preparing procedures and protocols for emergency response and crisis management
- l) Use of warnings, signage, participation agreements and waiver of liability agreements where warranted
- m) Purchasing appropriate insurance coverage for all activities and reviewing regularly

Reporting and Communication

- 13. To ensure that risk management remains a high priority within OAK, and to promote an organizational culture that embraces a risk management perspective, risk management will be a standing item on the agenda of every regular Board meeting, so that the Business Manager and Directors can provide updates as required.
- 14. OAK recognizes that communication is an essential part of risk management. This Policy will be communicated to staff, the Board of Directors, Committees and volunteers and OAK will encourage all members to communicate to OAK their risk management issues and concerns.

Insurance

- 15. OAK maintains a comprehensive insurance program that provides General Liability, Accident and Directors and Officers Errors and Omissions coverage to the directors, officers, staff, members, volunteers and sponsors of OAK. On every review of this policy, OAK will consult with the insurance provider to determine if there are any emerging gaps, issues, or deficiencies to be addressed through insurance renewal.
- 16. Not all risks are insurable. However, as part of its commitment to risk management, OAK will take all reasonable steps to ensure that insurance coverage is available for those activities essential to the mission of OAK.
- 17. OAK will also have an *Insurance Policy* that broadly sets out the source and nature of its coverage and a link or contact information for access to further information about the program.

RISK MANAGEMENT POLICY		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

VOLUNTEERING POLICY

Purpose

1. The purpose of this Policy is to outline the expectations for volunteers at OAK. OAK's Business Manager will be responsible to define the minimum requirements and incentives associated with volunteer teams and swim meet officiating and these shall be set out in a Volunteer Incentive Program which will be communicated to OAK members/volunteers. Changes to the above said Program will be presented by the Business Manager to the OAK Board of Directors for approval.

Screening

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

Responsibilities of Volunteers

3. Volunteers will:
 - a) Comply with the Bylaws, policies, procedures, rules and regulations of OAK, including complying with any contracts or agreements executed with or by OAK
 - b) Review and adhere to conduct standards as described in OAK's *Code of Conduct and Ethics*
 - c) Devote their full time and attention during volunteer hours to the business and interests of OAK

Expenses

4. Upon a volunteer submitting an expense claim and applicable receipts and in accordance with OAK's established procedures, OAK will reimburse the volunteer for reasonable out-of-pocket expenses properly incurred in the course of volunteering for OAK.

Confidential Information

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

Image Release

7. Volunteers authorize OAK to photograph and/or record their image and/or voice and to use this material to promote OAK through the media of newsletters, websites, television, film, radio, print and/or display form. Volunteers further consent that the materials and copyright will remain the sole property of OAK.

Intellectual Property

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

<u>VOLUNTEERING POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

STRATEGIC PLANNING POLICY

Purpose

1. The purpose of this Policy is to guide OAK's strategic planning process. OAK will establish an ongoing strategic planning process by which it translates its mission, vision and values into actionable and measurable goals, strategies, initiatives and programs. The plan will provide direction for both long and short-term decision making by the Board of Directors and staff to fulfill the mission of OAK and make choices among competing demands for capital investment, facilities and human resources.

Responsibility

2. Strategic planning is the responsibility of OAK's Board of Directors informed, as necessary, by OAK's committees, staff, Members and applicable stakeholders.
3. OAK's Board of Directors (in conjunction with staff and other key stakeholders) will play an active role in the strategic planning processing:
 - a) Adopt a compelling long term vision statement for OAK and a mission-driven process that includes broad inclusion of staff and other stakeholders necessary to create and carry out the plan
 - b) Formally approve multi-year and annual plans and goals
 - c) Adopt a plan for Board and Board Committee work that focuses on strategic priorities of OAK and determine if the Board will utilize a Strategic Planning Committee or carry out its planning responsibilities as a whole
 - d) Allot time at every Board meeting agenda for discussion of strategic-level issues
 - e) Raise questions and contribute expertise
 - f) Bring insights from and help communicate the plan to key stakeholders
 - g) Review progress on implementation of the strategic plan regularly with metrics showing progress toward key goals and measures in the plan

Strategic Plan

4. At all times, OAK will have in effect a strategic plan. At OAK's discretion, a strategic plan may be effective for a period no more than ten years and no less than four years. For example, OAK may have a strategic plan lasting from 2020-2024 or from 2020-2030.
5. The strategic plan will contain the following:
 - a) OAK's foundational statements (mission, vision, values)
 - b) OAK's objectives (per incorporation legislation)
 - c) Goals that OAK intends to meet over the length of the strategic plan that relate to its objectives
 - d) Strategies to achieve the stated goals
 - e) Specific activities to implement each strategy
 - f) Initiatives related to:
 - i. Fundraising/financing
 - ii. Risk management
 - iii. Athlete protection
 - iv. Athlete development
 - g) Timeframes for achieving each goal

6. The strategic plan will be posted on OAK's website and available to members.
7. One year before the expiration of the active strategic plan, OAK's Directors will begin strategic planning initiatives for the next strategic plan.

Annual Plan and Goals

8. OAK will have an annual plan and goals that will be presented to members at each meeting of the Members.
9. The annual plan and goals will describe how OAK's activities in that year are related to the fulfillment of the strategic plan.

<u>STRATEGIC PLANNING POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

FEE ASSISTANCE POLICY

Purpose

1. The purpose of this Policy is to describe how OAK will assist families who are unable to pay the full amount of fees for participation in its programs.

Philosophy

2. OAK recognizes the many benefits that resident participation brings to a community. Providing a fair opportunity for access to its swim programs makes this possible, and OAK will provide financial assistance to qualified applicants

Policy

3. On a case-by-case basis, OAK will identify families who may not have the means to pay the full amount of the OAK registration fee or other fees for participation.
4. Families can self-identify that they may have trouble paying the full fee by first contacting the OAK Business Manager and describing their need or request for fee assistance. Additionally, coaches, members of the Board, or other OAK stakeholders can identify families who may need assistance.
5. Once a family that needs assistance is identified, OAK will discreetly approach the family and offer to fund a partial or the full amount of the fees.
6. OAK will use its discretion to identify the number of families per year who are provided with fee assistance.
7. OAK shall determine whether it requires a family to submit proof of income, government assistance documentation, insurance, or tax rebate forms as part of its assessment of assistance.
8. OAK reserves the right to deny fee assistance to any family who requests fee assistance and for any or no reason whatsoever.

<u>FEE ASSISTANCE POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	SLSG/Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

INSURANCE POLICY

Swimming Canada obtains insurance that protects it for its activities and events, directors' liability, employment practices, commercial general liability, and accidental death and dismemberment. In addition, Swimming Canada obtains extended health, liability and personal injury coverage for members of its national teams; during training and competitive activities.

Swim Ontario is required (by Swimming Canada) to, as a minimum, provide their registered swimmers, staff and volunteers with insurance coverage for liability and personal injury, prior to participation in any activities of the sport. Therefore, each year OAK will have in place insurance designed to cover a range of risks that non-profit organizations face today. OAK and its members, staff and directors are covered through a range of policies, including those related to training facilities, competition facilities, banquet facilities, office and gymnasium space and OAK directors and officers (D&O) liability.

OAK's Business Manager will be responsible to ensure that each year insurance certificates are obtained from Swim Ontario that are specific to OAK, its operations and its activities as a non-profit organization.

For more detailed information as it applies to OAK, please contact the OAK Business Manager.

<u>INSURANCE POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	New Policy	Governance Committee/Board of Directors
August 2021	None	Business Manager / Board

IMPAIRMENT AND ACCOMMODATION POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Accommodation”* – The obligation to take steps to adjust rules, policies, or practices that have a negative impact on Individuals based on prohibited grounds of Discrimination
 - b) *“Discrimination”* – Differential treatment of an individual based on one or more prohibited grounds which include race, citizenship, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability.
 - c) *“Individuals”* – All categories of membership defined in OAK’s Bylaws, as well as all individuals employed by, or engaged in activities with, OAK including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, employees, contractors, and Directors and Officers of OAK
 - d) *“Prescription Medication”* – throughout this Policy shall be understood to be medication that an Individual has been validly prescribed by a medical practitioner
 - e) *“Workplace”* – Any place where business or work-related activities are conducted. Workplaces include but are not limited to, OAK’s office, work-related social functions, work assignments outside OAK’s offices, work-related travel, training and competition venues, and work-related conferences or training sessions

Purpose

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

Scope and Application of this Policy

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

Impairment

6. Impairment in the Workplace, subject to the **Accommodation** section of this Policy, is not permitted.
7. Impairment by Individuals in areas other than the Workplace may or may not be permitted, pursuant to the category of Individual and level of impairment, as described in OAK’s Code of Conduct for each category of Individual.

Signs of Impairment

8. The following are signs of impairment:

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

Accommodation

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

Disclosing Medical Prescription/Condition

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

Disclosing Substance Dependency

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

OAK Becomes Aware of Substance Dependency

13. OAK is aware that not all Individuals will disclose a diagnosed substance dependency. OAK understands that it has a duty to inquire when it recognizes **Signs of Impairment** (described in Section 8 of this Policy) that may

require reasonable accommodation or for OAK to take necessary and proportionate steps to manage an Individual's diagnosed disability.

14. Should the Individual display signs of impairment, but not have or admit to a diagnosed substance dependency or ask for an accommodation, OAK will outline potential consequences of the Individual's behaviour (such as sanctions, complaints, or dismissal in the case of an employee or contractor).

Procedures

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

Substance Use by an Athlete

20. OAK is committed to clean sport and endorses the 2021 Canadian Anti-Doping Program and the World Anti-Doping Code. OAK confirms that it has adopted and/or commits to respect the 2021 CADP as its primary domestic anti-doping policy.
21. Athletes are responsible for knowing whether they are using or will need to use any prescription medication(s) that contain prohibited substances. The current List of Prohibited Substances can be found online on the website of the World Anti-Doping Agency or the Canadian Centre for Ethics in Sport.

22. OAK will approach certain substance use by athletes in the following manner:

- a) *Athlete requires the use of a prescription medication that contains a prohibited substance* – the athlete must consult with the Canadian Centre for Ethics and Sport (“CCES”) to determine whether the athlete can obtain a Therapeutic Use Exemption.
- b) *Athlete requires the use of a prescription medication that may cause impairment* – OAK shall determine whether the athlete may continue to train or compete while using a prescription medication that may cause impairment or whether any accommodations can be made while the athlete requires the use of the prescription medication. Such a determination will be made by OAK following consultation with relevant medical professionals and in consideration of the safety of the athlete and other participants.
- c) *Athlete reveals diagnosed substance dependency* – OAK will provide the athlete with any assistance and/or resources that it can reasonably provide; direct the athlete to healthcare professionals as appropriate. Depending on the dependency, OAK may or may not decide to prohibit the athlete from participating in training or competitions, either as a sanction (as described in this Policy or in any other relevant and applicable policy, including OAK’s *Discipline and Complaints Policy*) or as a preventive safety measure for the athlete or for the safety of other participants, or impose any other **Sanction** permitted by a relevant and applicable policy.
- d) *Athlete has a positive drug test* – OAK will respect the 2021 Canadian Anti-Doping Program, as well as its own policies for Anti-Doping and Discipline and Complaints (as applicable), and any direction or sanction from the CCES or the World Anti-Doping Agency.

Sanctions

23. OAK may apply sanctions in the following circumstances:

- a) When an Individual is impaired in the Workplace;
- b) When an Individual’s impairment violates OAK’s *Code of Conduct and Ethics*; or
- c) When an Individual who has been provided a Workplace accommodation performs tasks that are outside the scope of that accommodation

24. Sanctions that may be imposed include:

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

25. Additional sanctions may be applied if OAK (or another Individual) submits a complaint against the Individual under OAK’s *Discipline and Complaints Policy*.

References

26. OAK consulted the following references in the development of this Policy:

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

<u>Impairment and Accommodation Policy</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
August 2019	Replaces Alcohol and Drug Policy	SLSG/Governance Committee/Board of Directors
August 2021	2021 CADP	Business Manager / Board

HEALTH AND SAFETY POLICY

The Oakville Aquatic Club (OAK) is committed to providing a safe and healthy work environment for our Staff, Guests, Visitors and Contractors. The Oakville Aquatic Club will ensure that the policies and procedures required by provincial health and safety legislation are met or exceeded and will take every precaution reasonable in the circumstances for the protection of all Staff Members. This includes establishing and maintaining programs to identify and control workplace hazards as well as providing appropriate tools, equipment and training to Staff.

We are all responsible for accident prevention, therefore, we must be dedicated to, and demonstrate behaviour that supports a strong, proactive safety improvement process. We all must lead by example, placing safety ahead of everything else we do.

All Staff are responsible for protecting their health and safety by following both the legislated requirements and Oakville Aquatic Club established safety policies and procedures; including using the required personal protective equipment and identifying all hazards.

Supervisors, Managers and Team Leaders are responsible for ensuring that the work environment is free from actual and potential hazards and that equipment is safe for use. Supervisors, Managers and Team Leaders will also advise Staff and Participants of the existence of any potential or actual danger to their health and will ensure that Staff are adequately trained to perform their duties and follow established safety procedures, including provincial accessibility legislation.

Contractors and subcontractors performing work for the Oakville Aquatic Club must, as part of their contract, comply with all relevant workplace and environmental health and safety legislation and meet or exceed Oakville Aquatic Club health and safety program requirements.

We trust that all of you will join in a personal commitment to health and safety as a way of life.

REVIEW OF POLICY

This Policy will be reviewed every year, at minimum, by the Board of Directors, or sooner if warranted by internal or external events or changes. Changes to the Policy will be presented by the Governance Committee and approved by motion of the Board of Directors.

Health and Safety Policy		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
October 2018	New Policy	Board of Directors
September 2019	None	Board of Directors
August 2021	None	Business Manager / Board

PRIVACY POLICY

Background:

The Federal Personal Information Protection & Electronic Documents Act (and equivalent provincial legislation) requires that consent be obtained for the collection and use of all personal information. This policy describes the way that the Oakville Aquatic Club collects, uses, retains, safeguards, discloses and disposes of personal information.

Personal Information:

Personal information is information about an identifiable individual. Personal information includes information that relates to their personal characteristics (e.g. gender, age, income, home address or phone number, ethnic background, family status), their health (e.g. health history, health conditions, health services received by them), or their activities and views (e.g. religion, politics, opinions expressed by an individual, an opinion or evaluation of an individual).

Purpose of Information Collection:

The personal information provided to OAK will be used for the purposes reasonably associated with the swimming activities conducted by the club. These purposes include but are not limited to:

- a) ensuring swimmers train and compete in an age appropriate environment,
- b) allowing OAK staff, coaches, and volunteers to have personal contact and pertinent medical information available when necessary,
- c) facilitating payments and travel administration,
- d) event and competition registration, and the publication of their results,
- e) publishing lists for volunteer schedules, events, and fundraising activities,
- f) providing limited member information to other members to facilitate carpooling activities,
- g) criminal record checks and related personal reference information related to staff, coach and volunteer screening programs,
- h) promotion of the club to the public through conventional print and internet based media, including press releases, web sites, and other social media platforms,
- i) reporting non-identifying, demographic and participation statistics to funders, sponsors and other authorized third parties; and,
- j) issuing tax receipts.

Some information will be passed on to Swimming Canada and Swim Ontario, for the same or additional purposes including:

- a) association registration
- b) insurance coverage,
- c) establishing athlete eligibility for selection to swim teams,
- d) establishing pertinent medical records,
- e) publishing athletes' names, gender identities, ages, club affiliations on web pages or in results, news releases and ranking reports; and,
- f) making direct contact with swimmers as necessary for the operation of the Club, Swim Ontario and Swimming Canada

Additional personal information may be collected from time to time. Consent for the use of this personal information may be inferred where its uses are obvious and it has been voluntarily provided. When not obvious, the purposes for collection will be provided prior to, or at the time of collection; either orally or in writing.

Swimming Canada complies with the obligation and responsibility to the World Anti-Doping Agency – WADA (or its agents) to provide information upon request.

Complete texts of the Swimming Canada and Swim Ontario Privacy/Personal Information Policies may be found at: <https://www.swimming.ca/Privacy> and <https://www.swimontario.com/uploads/Organization/Governance/PolicyProcedure/SwimOntarioPolicies.pdf>

Security and Safeguards:

The database used for national registry Swimming Canada is secure, and personal information apart from athlete names and ages is not accessible to the general public. OAK's office managers have access to the Swimming Canada database only as it pertains to OAK members. Swim Ontario can access personal information on all its registered members, including members of OAK.

Swimming Canada uses the database to determine total registration numbers, rankings, and meet results for the entire country. Passwords are necessary for all identified groups to access required information. The OAK database is protected by the users and access is limited to OAK staff, designated OAK coaches and Board members.

Collection and Limited Use of Information:

Personal information will not be used or disclosed by the Oakville Aquatic Club for purposes other than those that would reasonably be required for the operation of a swim club. When personal information is used by the club, its use will be limited to the extent required to achieve its purpose as described in this policy. When information is to be used for purposes other than those described, additional consent will be obtained. OAK will not use any form of deception to obtain personal information.

Videos and/or photos of swimmers (either group or individual) including names may be published in:

- a) newspaper articles
- b) the OAK website or websites of other swim organizations including but not limited to Swim Ontario and Swimming Canada
- c) OAK social media sites
- d) other official OAK publications and displays

Such videos and/or photos may be redistributed through the internet and other media channels, beyond the control of OAK, and may be viewed by the general public.

Canada's Anti-Spam Legislation (CASL)

The Oakville Aquatic Club uses email as one of its primary methods to communicate important information to swimmers and family members using the e-mail addresses that you provide. This may include registration information, receipts, swim schedules, practice cancellations, meet information, and other club related

information. We also occasionally use e-mail to provide other relevant but less important information to members, such as the club newsletter.

Canada's Anti-Spam Legislation (CASL) requires that OAK obtains either the implied or express consent to send members information by email. By completing registration with OAK, members provide explicit consent to receive email from the Oakville Aquatic Club. Members may revoke CASL consent at any time and choose not to receive email from the club. However in doing so, members should understand that they may not receive all information provided by OAK.

Consent & Withdrawal Thereof:

Oakville Aquatic Club and Swim Ontario require consent from each family to continue with this practice. The OAK Office Managers will keep a record of signed OAK PIPEDA consent forms (or their digital equivalent) for each registered member of OAK until such time as a member wishes to withdraw consent or leave OAK.

Withdrawal of consent for the use of personal information must be in writing, signed by the member and received by the OAK Office Manager. Withdrawal of consent may require deregistration from Swim Ontario and withdrawal from the Oakville Aquatic Club.

Personal information is kept on file for the duration of a member's participation in Oakville Aquatic Club and Swim Ontario programs. At the end of each season (August 31st each year), the data is archived and will be reactivated only for those members who re-register with OAK for the next season. After six (6) years, all outdated information will be purged entirely from OAK electronic databases. Hard copy lists (or their digital equivalent) will be kept by OAK for a period of two (2) years, after which time they will be destroyed.

Individual Access:

Oakville Aquatic Club and Swim Ontario will provide registered members with their personal data as it appears on OAK and SNC databases within thirty (30) days of receipt of a written request signed by the member.

Infractions:

Any infraction under this policy may be subject to further disciplinary action, and possible sanction, pursuant to OAK's *Discipline and Complaints Policy*.

<u>Privacy Policy</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
September 2014	New policy	Board of Directors
September 2015	Information-only reference to WADA and SNC/Swim Ontario Policies added.	Board of Directors
August 2021	URLs, access to information, CASL	Business Manager / Board

TEAM TRAVEL POLICY

Definitions:

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

- a) *“Individual”* – Any persons employed by, or engaged in activities with, OAK including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, parents and guardians and spectators at events, and Directors and Officers of OAK
- b) *“Travel Participant”* - Any Individual (swimmer, coach, OAK employee, and/or volunteer) who is participating in a Team Travel Event.
- c) *“Team Travel Event”* - Any event where OAK travels as a team for the purposes of competing and/or training.
- d) *“Championship Travel Meet”* - Any provincial or higher level competition which requires the team to travel together in order to compete. A Championship Travel Meet may include but is not limited to: Festivals, Ontario Youth Junior Championships, Ontario Swimming Championships, Eastern Canadian Swimming Championships, Canadian Junior/Senior Championships, or Canadian Swimming Trials.
- e) *“Training Camp”* - An event where a designated group of swimmers travel together to a destination for the purposes of training.
- f) *“Chaperone”* - A parent of an OAK swimmer who volunteers to accompany the team for a Team Travel Event.
- g) *“Team Manager”* - An OAK staff member (or delegate) who accompanies the team for a Team Travel Event and acts as the main point of contact for all aspects of the Team Travel Event.
- h) *“Coach”* - An employee of OAK who is employed as a coach on a full or part-time basis.
- i) *“Head Coach”* - An employee of OAK who is employed in the head coach capacity.
- j) *“OAK Travel Procedure”* - A set of procedural guidelines to be followed when planning a Team Travel Event.

Purpose:

- 2. To outline the guidelines, restrictions and requirements for all Travel Participants at Team Travel Events.
- 3. To set expectations for Team Travel Events as it relates to Safe Sport and the Responsible Coaching Movement.
- 4. To set expectations for athlete participation.
- 5. To set expectations relating to athlete removal from the Team Travel Event.
- 6. To provide guidance on costs, transportation, accommodation, food, expected behaviour, and selection of chaperones.

Scope and Application of this Policy:

- 7. The Oakville Aquatic Club (“OAK”) supports team travel to specified swim meets and training camps. Team travel aids in the development of the whole athlete and is an important component in building a high performance team, as it builds team spirit and engenders mutual respect among the swimmers. Travelling as part of the team will contribute to the athlete’s self confidence and sense of independence.

8. All Travel Participants are ambassadors for OAK, the sport of swimming, the Town of Oakville, Swim Ontario and Swimming Canada. All Individuals are accountable for their behaviour, and they must adhere to all OAK policies including the Code of Conduct. The guidelines described in this policy will help ensure Travel Participants are in a safe, supportive and welcoming environment aligned with Safe Sport and the Responsible Coaching Movement.
9. Team travel, while considering the interests of Individuals, specifically addresses the superseding needs of the team.
10. The OAK Travel Procedure will serve as the guide that must be consulted for planning Team Travel Events.

Safe Sport and Responsible Coaching Movement:

11. The Oakville Aquatic Club (“OAK”) believes that everyone; swimmers, coaches, OAK staff, officials, and volunteers have the right to participate in a safe and inclusive training and competitive environment that is free of abuse, harassment or discrimination. This is the essence of “Safe Sport”. Policies and procedures form an integral part of the Safe Sport framework. OAK has adopted policies and procedures that express OAK’s culture, goals and philosophy. Policies promote consistency and operational efficiency, enhance the club’s mission, strategic priorities, and mitigate significant risk.
12. In addition, OAK is committed to the Responsible Coaching Movement which encourages clubs to implement realistic change based on their individual readiness to prevent abuse in sport. Its initial focus is on screening, respect, and ethics training and open and observable environments. The policies and procedures adopted by OAK align with the spirit of Safe Sport and the Responsible Coaching Movement.
13. All Travel Participants and Team Travel Event plans must adhere to the Safe Sport and Responsible Coaching Movement principles.

Responsibility & Accountability:

The OAK Travel Procedure outlines who is responsible for completing tasks related to Team Travel Events.

Athlete Participation:

Athletes are expected to travel with the team to meets and training camps designated by OAK as a Team Travel Event. In instances where a swimmer is eligible to attend a designated team travel event but is unable to travel with the team, the family is required to meet with the Head Coach to determine whether an exception to team travel is appropriate. The decision of the Head Coach in the matter will be treated as final. All swimmers are expected to stay with the team at the team’s chosen accommodation for the duration of the team travel event regardless of whether they travel with the team or not to the Travel Event. For additional information regarding exceptions to team travel, please refer to the OAK Travel Procedure.

Staying with the Team:

Swimmers are expected to stay with the Team at all times. In the event that a parent/guardian/extended family member wishes to temporarily remove the swimmer from the Team during the Team Travel Event, this must be arranged with the Coach(es) and the Team Manager before the start of the Team Travel Event. In the event that

anyone is removing the swimmer, consent must be provided in writing by the swimmer's parent/guardian. Consent must include the full name of the person(s) who will be assuming responsibility for the swimmer along with contact information. All persons removing a swimmer from the Team (including the swimmer's parent(s)/guardian(s)) will be required to show proof of ID prior to leaving with the swimmer. Swimmers must be signed out before they can leave the Team and signed back in upon their return. At no time will a swimmer be permitted to leave the Team without coordinating with the Coach(es) and the Team Manager ahead of time. If consent and/or identification cannot be confirmed by the Team Manager, the Team Manager has the right to deny the request to leave the Team.

General Guidelines:

1. The OAK office staff will develop and communicate the budget in consultation with the Coach(es) and Chaperone(s) who have been selected to attend the Team Travel Event,
2. Travel Participants must confirm their attendance and acceptance of the budget in order to participate in a Team Travel Event,
3. A non-refundable deposit for 50% of the total budget is required to confirm a Travel Participant's attendance in the Team Travel Event. This deposit is not refundable even if the swimmer withdraws from the Team Travel Event prior to the withdrawal date provided by the OAK office staff,
4. Upon completion of the Team Travel Event, a full financial reconciliation will be completed by the OAK office staff and communicated to all Travel Participants,
5. The total cost of the Team Travel Event will be divided by the number of Travel Participants, (not including Coaches, the Team Manager, or Chaperones) equally, (unless individual arrangements have been approved in advance),
6. Travel Participants are obligated to pay all Team Travel Event costs as outlined in the reconciliation at the conclusion of the Team Travel Event,
7. Travel Participants are obligated to pay all Team Travel Event costs unless they have withdrawn by the date provided by the OAK office staff. In the event of a withdrawal after the established deadline (for any reason) using the rationale that is if OAK incurs the costs, then the Travel Participant is obligated to pay for that cost,
8. There are no refunds given for deposits unless a deposit is paid and the swimmer subsequently fails to qualify for the meet,
9. Coaches, the Team Manager, and Chaperones are exempt from sections 3, 6 and 7.

Budget & Fees:

General

All Coach, Team Manager, and Chaperone costs are included in the total costs of the Team Travel Event and will be covered by the swimmers attending the meet/camp as part of their individual Team Travel Event costs. The Team Manager will be provided with a budget/spending limit for the trip and will make best efforts to adhere to it.

Transportation

Travel arrangements (including airfare, buses, airport transportation, and taxis) are to be coordinated by the OAK office staff, following discussion/consultation with the applicable Coach(es) or Head Coach. The OAK Office will book all travel for athletes, Coaches, the Team Manager, and Chaperones. All required tips (e.g. bus driver) will be provided in advance to the Head Coach and/or Team Manager by the OAK Office.

Accommodations (Swimmers)

Accommodations are arranged by the OAK Office following discussion/consultation with the applicable Coach(es) or Head Coach. Rooms are based at a minimum upon double occupancy. For Championship Meets, every effort will be made to ensure that there will be no more than one (1) swimmer per double or queen size bed and no more than two (2) swimmers per king size bed. For all other Meets, there will be no more than two (2) swimmers per double, queen or king size bed. Travel Participants will stay in the same hotel. Swimmers are expected to stay in their designated room with their teammates even if parents are staying in the same hotel.

Accommodations (Coaches/Team Manager)

Accommodation is arranged by the OAK Office. Rooms will be booked based upon lowest cost with single occupancy for all Coaches and the Team Manager.

If Coaches/the Team Manager wish to travel with guests/family members, they must get prior approval from the OAK Business Manager to do so. Any costs associated with upgrading to accommodate guests/family members are the responsibility of the Coach.

Coaches/the Team Manager will not be reimbursed for personal or miscellaneous expenses such as hotel in-room movies and mini-bar refreshments.

Accommodations (Chaperones)

Accommodation is arranged by the OAK Office. Rooms will be booked based upon lowest cost with double occupancy. If Chaperones wish to have their own room, they must get prior approval from the OAK Business Manager to do so. Any costs associated with upgrading will be the responsibility of the Chaperone.

Chaperones will not be reimbursed for personal or miscellaneous expenses such as hotel in-room movies, in-room meal service, and mini-bar refreshments.

Mileage, Meal Per Diem, and Expenses

Mileage, meal per diem, and expenses incurred by Coaches and Chaperones will be handled in accordance with the OAK Financial Policy. A Coach may choose to forgo the daily per diem and join the meal plan provided for all Travel Participants. The Team Manager will confirm with the Coach(es) before the final numbers are provided to the catering company to determine their preference for food. The Team Manager and all Chaperones will be included in the meal plan provided for all Travel Participants. If the Team Manager or any of the Chaperones choose not to eat the meal plan, no per diem will be paid to Chaperones.

Reconciliations

Costs will be paid using the OAK credit card where possible. Cheques may be issued if required. In some cases, the Team Manager and/or Chaperones will be provided a cash advance to pay for meet/camp related costs during the training camp. The Team Manager is responsible for adhering to the budget for the trip.

All receipts from the Coaches, Team Manager, and Chaperones must be forwarded to the OAK bookkeeper within fourteen (14) days following the event. In the event this is not done there will be one follow up whereby a further fourteen (14) days will be allowed for submission of receipts. There will be no reimbursement of these expenses

if there is failure to submit within that additional fourteen (14) day period. Reimbursement will occur via eTransfer or cheque at the discretion of the Business Manager and OAK Bookkeeper.

If a cash advance was provided, the Team Manager and Chaperones (where applicable) will also complete a cash reconciliation with respect to use of the cash advance for the bookkeeper within fourteen (14) days following the event.

A Team Travel Event reconciliation is to be prepared and reviewed with the OAK bookkeeper within 45 days of the conclusion of the travel meet or training camp. If applicable, any refunds or additional charges will be added to the family accounts of eligible Travel Participants in accordance with the OAK Meet Billing Procedure (which includes Part C – Team Travel Meets).

General Behaviour and Code of Conduct Guidelines:

All Travel Participants shall adhere to OAK's Code of Conduct and other applicable policies and procedures while representing the club.

Swimmers

1. Shall check each day's itinerary and be on time for all meals, travel and activities.
2. Shall follow directions for travel and team activities. The swimmer is responsible for understanding and following directions for staying with a designated group and being on time at meeting places.
3. Shall act in a polite, professional and courteous manner while at the hotel, restaurant or in any place where the team travels.
4. Shall exhibit positive behaviour and ethical conduct.
5. Shall assume responsibility for their personal belongings, keep their room clean and tidy, and respect other people's property.
6. Will share hotel rooms with other assigned swimmers.
7. In the event a Travel Participant requires special considerations or accommodations beyond what is described herein (i.e. their own hotel room), any cost attributable to such accommodation will be solely borne by that Travel Participant.
8. Shall dress in accepted OAK travel attire as defined by the lead coach.
9. When rooms are visited by others, beyond the occupants, occupants will ensure doors are left ajar for visitation by a Coach, Team Manager, or Chaperone consistent with the safe sport principle of 'open and observable environments' when rooms are visited by others, beyond the room's occupants.
10. Will adhere to a defined curfew and rest times established by the Coach(es), will be well rested and will not disturb other swimmers who are sleeping or resting.

11. Will practice good nutritional habits, ensuring they are well hydrated and eat appropriately.
12. Shall be responsible for physical damage in a room occupied by them, unless some other person(s) are proven responsible.
13. Are encouraged to communicate any problems or concerns to a Coach, Team Manager, or Chaperone just as they would their own parents.
14. Will not possess or use any alcohol, cannabis, or illegal substances, or commit any act which would be considered as an offence under Federal, Provincial or local municipal laws.
15. Will not break training, curfew or leave any area, including the pool or hotel without permission from the Coach(es), Team Manager, and/or Chaperone(s).

Parent/Guardians or Adult Swimmers Responsibilities:

In order to participate in a Team Travel Event, a participant's Parent/Guardian or a swimmer (if they have reached the age of majority), must:

16. Inform the Coach(es) or the OAK Office by the established deadline regarding swimmer participation in the Team Travel Event.
17. Provide a signed/acknowledged Medical Release and Liability Waiver and Meet Billing Procedure (which includes Part C – Team Travel Meets) as well as supply up to date emergency contact information (e.g., name, cell phone number, home phone number, email address, etc.) in the event contact needs to be made with a parent or guardian by the prescribed deadline and ensure necessary identification and other documents (e.g. passport, permission to travel documents signed by parent(s)/guardian(s)) are available, updated and in possession of the swimmer.
18. Acknowledge that swimmers do not become the responsibility of Chaperones, the Team Manager, or Coaches until they arrive in their care, as pre-arranged by OAK.
19. Acknowledge that swimmers will share hotel rooms with other assigned swimmers and that Coaches, the Team Manager, and Chaperones will not be in the same room(s) as swimmers although they will be nearby, where feasible. There will be no more than two swimmers per double bed. In the event a swimmer requires accommodation beyond what is contemplated herein (i.e., their own hotel room) any cost attributable to such accommodation will be their responsibility.
20. Support all decisions made by Coaches, Team Manager, or Chaperones on the trip unless there is a legal reason not to do so.
21. Be responsible for individual swimmer expenses for events such as extra-curricular activities/outings that may involve admission fees, restaurant meals, etc. OAK will endeavour to keep costs reasonable for such activities.

Removal from Team Travel Event:

In the event that a swimmer potentially needs to be removed from a Team Travel Event due to injury, illness, or breach of Behaviour or Code of Conduct Guidelines, the OAK Travel Procedure will be followed

Chaperone Selection:

Chaperones will be selected in a fair and equitable manner as outlined in the OAK Travel Procedure. All Chaperones must provide the required documents as outlined in the OAK Screening Policy.

The number of chaperones selected will depend on the number of participants, their age and experience with Team Travel Events. As a guideline, the ratio of chaperones to swimmers will be:

- a. one (1) Chaperone for every ten (10) athletes who are twelve (12) years of age and under, and/or
- b. one (1) Chaperone for every fifteen (15) swimmers thirteen (13) years of age and older.

This Travel Policy will be reviewed every two years, at a minimum, by the Business Manager, or sooner if warranted by internal or external events or changes. Changes to this Policy will be presented by the Business Manager to the Board of Directors. In the event of any conflict or inconsistency between this Policy and any other OAK Policy as it relates to travel and accommodation then this Policy shall apply.

<u>TRAVEL POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
February 18 2020	New Policy	OAK Governance Committee/Board of Directors
August 2021	Policy title, curfew, bed checks.	Business Manager / Board
March 2022	Establish the OAK Travel Procedure, remove Travel Roles and Responsibilities, add Chaperone Selection.	Governance Committee & Business Manager / Board of Directors
March 2023	Updated definitions for Lead Chaperone, Head Coach, Coach. Chaperone Accommodations section added. Updated language regarding deposits. Added Removal from Team Travel Event section.	Governance Committee & Business Manager / Board of Directors
July 2023	Changed the term "Lead Chaperone" to "Team Manager" throughout the document and added "Team Manager" throughout the document where applicable..	Governance Committee & Business Manager / Board of Directors.

ACCESSIBILITY POLICY

Providing Goods and Services to People with Disabilities

Purpose

1. The purpose of this policy is to fulfill the requirements set out in Ontario Regulation 420/07 of the *Accessibility for Ontarians with Disabilities Act, 2005*, to establish a policy for OAK for governing the provision of its goods and services to persons with disabilities.

Scope and Application

2. This policy shall apply to every person who deals with members of the public or other third parties on behalf of OAK whether the person does so as an employee, agent, volunteer or otherwise. Failure to comply with this policy may result in disciplinary action up to and including termination.

Commitment

3. OAK is committed to excellence in serving all customers/members including people with disabilities. As such, our organization shall use reasonable efforts to ensure that its policies, practices and procedures are consistent with the following principles:
 - a) The goods or services will be provided in a manner that respects the dignity and independence of persons with disabilities.
 - b) The provision of goods or services to persons with disabilities, and others, will be integrated unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the goods or services.
 - c) Persons with disabilities will be given an opportunity equal to that given to others to obtain, use and benefit from the goods or services.
 - d) Persons with disabilities may use personal assistive devices and/or support persons in the access of goods and services.
 - e) When communicating with a person with a disability, employees, volunteers and contractors shall do so in a manner that takes into account the person's disability.

Definitions

4. The following terms have these meanings in this policy:
 - a) **"Assistive Devices"** – An auxiliary aid such as communication aids, cognition aids, personal mobility aids and medical aids (i.e.: canes, crutches, wheelchairs, or hearing aids).
 - b) **"Disabilities"** – As per the *Ontario Human Rights Code*, disability means:
 - i) Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
 - ii) A condition of mental impairment or a developmental disability;
 - iii) A learning disability or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;

- iv) A mental disorder; or
 - v) An injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safe and Insurance Act, 1997 (“handicap”)
- c) **“Employees”** – Every person who deals with members of the public or other third parties on behalf of OAK, whether the person does so as an employee, agent, volunteer or otherwise.
- d) **“Persons with Disabilities”** – Individuals who are afflicted with a disability as defined under the *Ontario Human Rights Code* (noted above).
- e) **“Service Animals”** – Any animal individually trained to do work or perform tasks for the benefit of a person with a disability.
- f) **“Support Persons”** – Any person whether a paid professional, volunteer, family member, or friend who accompanies a person with a disability in order to help with communications, personal care or medical needs, or with access to goods or services.

Practices and Procedures

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

Assistive Devices

6. OAK will ensure that staff is trained and familiar with various assistive devices that may be used by customers/members with disabilities while accessing our goods or services. Every employee shall use reasonable efforts to allow persons with disabilities to use their own assistive devices to access goods and/or services.
7. OAK currently provides the following types of assistive devices at its facilities:
- a) Written documents/policies related to people with disabilities

Communication

8. OAK will offer a variety of methods of communication and interact with people with disabilities in ways that take into account their disability.

Service Animals

9. Service animals offer independence and security to many people with various disabilities. OAK welcomes people with disabilities and their service animals on the parts of our premises that are open to the public.
10. Examples of service animals include:
- Dogs used by people who are blind
 - Hearing alert animals for people who are deaf, deafened or hard of hearing
 - Animals trained to alert an individual to an oncoming seizure and lead them to safety.

11. Every employee shall allow persons with disabilities to be accompanied by their guide dog or service animal unless the animal is excluded by law. Where an animal is excluded by law from the premises, the reason why the animal is excluded shall be explained to the persons with disabilities. Other reasonable arrangements to provide goods and services shall be explored with the assistance of the person with the disability.
12. When a service animal is unruly or disruptive (jumping on people, biting, or other harmful behaviour) an employee may ask the person with a disability to remove the animal from the area or refuse access to goods and services. Other reasonable arrangements to provide goods and services shall be explored with the assistance of the person with a disability.

Support Persons

13. Support people assist people with disabilities in a variety of ways, by assisting with communication such as an intervener sign language interpreter, or as a Personal Support Worker providing physical assistance. A support person may be a volunteer, friend, or relative who will assist and support the customer/member.
14. Persons with disabilities may be accompanied by their support person while accessing goods and/or services. Support persons are non-participants and are allowed free admission to the goods and/or services being accessed by the person with a disability they are accompanying. We will notify customers/members of this through a notice posted on our premises and website.

Notice of Temporary Disruption

15. In the event of a planned or unexpected disruption to services or facilities for customers/members with disabilities such as an entrance way that is under repair, renovations that limit access to an area, or technology that is temporarily unavailable, OAK will notify customers/members promptly. This clearly posted notice will include information about the reason for the disruption, its anticipated length of time, and a description of alternative facilities or services, if available.
16. The notice will be placed at the premises and on the website.

Training for Staff

17. OAK will provide training to employees, volunteers and others who deal with the public or other third parties on their behalf. Every provider of goods and services shall receive training on the following:
 - a) An overview of the *Accessibility for Ontarians with Disabilities Act*, 2005 and the requirements of the customer service standard
 - b) OAK's Accessibility Standards for Customer Service Policy
 - c) How to interact and communicate with people with various types of disabilities
 - d) How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person
 - e) How to access the written documents/policies
 - f) What to do if a person with a disability is having difficulty in accessing OAK's goods and services
18. New employees, agents, volunteers, management, etc. shall receive training as soon as practicable after being assigned their role. Ongoing training to changes of policies, procedures and new equipment shall be provided.

19. Training records shall be kept, including the dates when the training is provided, content of training and the number of individuals to whom the training was provided.

Feedback Process

20. Anyone who wishes to provide feedback on the way OAK provides goods and services to people with disabilities can contact the OAK office by email at office@oakvilleaquatics.ca. All feedback will be directed to the OAK Business Manager. Customers/members can expect to hear back in seven (7) days]. Complaints will be addressed according to our organization's regular complaint management procedures.

Provision of Documentation

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

Review and Amendments

22. Review and amendments shall take place annually at the Annual General Meeting. Any Organization policy that does not respect and promote the dignity and independence of people with disabilities will be modified or removed.

<u>ACCESSIBILITY POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
February 18 2020	New Policy	OAK Governance Committee/Board of Directors
August 2021	Workplace Emergency Plan	Business Manager / Board

Notice – Admission Fees for Support Persons

In accordance with OAK's Accessibility Standards for Customer Service Policy, support persons accompanying persons with disabilities are allowed access to our facilities free of charge.

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

Customer Feedback Form

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

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

Thank You for Input! Your comments will be reviewed and carefully considered. If any changes are made to the way we provide customer service, notice will be posted at the head office and on the website.

Notice of Service Disruption

Please Note:

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

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

These disruptions include:

- **[list items here]**
-

Alternate services have been made available as follows:

- **[list options here]**
-

On behalf of OAK, we would like to thank you for your patience in this matter.

For questions or additional information please contact:

[Insert name, phone, email and fax]

Workplace Emergency Plan for Mobility-Impaired Persons

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

MONITORS FOR MOBILITY-IMPAIRED PERSONS

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

EVACUATION – DUTIES IN CASE OF ALARM

4. Monitors should:
 - Attend immediately to the mobility-impaired person(s); and
 - Follow the procedures noted below.

When the alarm sounds:

- Mobility-impaired persons go with their monitors directly to the front entrance. If this location is inaccessible, another location is the back entrance, which is narrower.
- Contact the central control facility at 911 or the local fire department at 905-637-8253 to specify the location and the number of mobility-impaired persons;
- Once the main flow of evacuees has passed, the mobility-impaired should leave the building with their monitors, in short stages if necessary;
- Return to the building only when authorized by the Municipal Fire Chief or by the Business Manager.

Accessibility Standards for Customer Service - Training Record

DATE:

LOCATION:

TRAINING CONTENT:

TRAINERS:

[illegible]

RIGHT TO DISCONNECT POLICY

Definitions

1. The following terms are applicable to this document:
 - a. *"Bona fide"* – Acting in good faith, without deception or fraud;
 - b. *"Disconnecting from work"* – Not engaging in work-related communications, including emails, telephone calls, video calls, or the sending or review of other messages, not exhaustive, so as to be free from the performance of work;
 - c. *"Employee"* – Any person employed for wages or salary who performs work or services for or on behalf of OAK. The definition of Employee does not include independent contractors;
 - d. *"Independent contractor"* – An individual or organization who is contracted to perform a specific piece of work, provides their own equipment, and executes the work under their own terms, without being subject to orders of work (i.e., Bookkeeper);
 - e. *"Position Overview Document"* – The document which outlines the expected responsibilities and hours of work for each position within OAK;
 - f. *"Expected Hours of Work"* – The number of hours and times that an Employee is expected to work as defined in the Position Overview Document.

Preamble

2. While digital tools allow employees the flexibility to work anywhere and at any time, disconnecting from work is crucial for individuals to achieve a healthy and sustainable work-life balance. At OAK, the health and wellbeing of our employees is of the utmost importance. We encourage and support all employees to prioritize their mental and physical wellbeing.
3. As such, OAK recognizes that every employee is entitled to disconnect from their employment responsibilities outside of their work hours and enjoy free time away from work without being disturbed, unless there is a bona fide emergency or mutual agreement to do so. OAK aims to support employees in balancing their working and personal lives whether you work in the office, a pool, or both, and we have reflected this in our 'Right to Disconnect' policy.

Scope

4. This policy applies to all OAK Employees, but does not apply to Independent Contractors, volunteers, or other individuals not considered employees under the Employment Standards Act, 2000, S.O. 2000, c. 41, as amended.

OAK's Commitment

5. OAK is committed to encouraging a culture where Employees feel they can disconnect from work upon completion of the workday or in between sections of their workday (i.e., between morning and afternoon practices) and as such pledges to:
 - a. Respect and recognize the Employee's Right to Disconnect from work outside of normal working hours;
 - b. Ensure all Employees are informed of what their normal working hours are reasonably expected to be;
 - c. Confirm that Employees have a right to disconnect from work without reprimand and/or discipline or fear of reprimand and/or discipline. Conversely, OAK will not afford Employees beneficial treatment for choosing to stay connected;

- d. Address the 'Right to Disconnect' policy during training/onboarding of all Employees, including that this a mutual right where open channels of communication in relation to workload and time management are encouraged, managed and any necessary changes identified;
- e. Ensure the policy is widely accessible to all Employees; and
- f. Inform all Employees in a timely manner of any changes and/or updates to this Policy.

Hours of Work

- 6. Each employee is encouraged to review the Position Overview Document for their Expected Hours of Work. All Employees have the right to disconnect in the context of their own working hours.

Outside of Regular Business Hours

- 7. Where possible, emails, meeting invitations, and social communications from colleagues, Directors, etc. should be checked and/or sent only during regular business hours, whilst also appreciating that the work patterns differ for each Employee, and that some Employees, Directors, Volunteers, etc., may send communications at a time which is outside the Expected Working Hours of another. Where this is the case, the sender should consider the timing of their communication and understand that the recipient will not be expected to respond until their return to work.
- 8. Where an Employee sends communications outside another Employee's working hours, unless business and operational needs dictate that an immediate response is required, Employees should not feel the need to respond to communications received outside their working hours and should not be penalized for refusing to respond outside of their working hours. Employees are encouraged to utilize an Out of Office message outside their working hours to advise others when they will return to work.
- 9. Where an Employee has a work device provided by OAK for their role, including mobile phones, laptops, and/or tablets, these devices are provided to Employees to allow flexibility in how Employees complete their work, not to create an expectation of working outside of their Expected Hours of Work. For most Employees, work devices can be turned off outside of their Expected Hours of Work. For Employees formally on-call or standby, appropriate allowances are provided (i.e., travel meets may require Employees to be available outside of their normal Expected Hours of Work).

Scheduling of Meetings

- 10. Virtual and in-person meetings should not infringe on an Employee's Right to Disconnect. In this regard, all Employees and OAK should be mindful of the time meetings are scheduled. When possible, meetings should not be scheduled outside of Expected Hours of Work unless necessary (i.e., weekly Coach's Meeting, monthly Board Meetings and/or the Annual General Meeting).

Exceptions

- 11. While OAK strives to be mindful of the right to disconnect, due to business and operational needs, circumstances may occasionally arise that necessitate communications to be sent and received outside of Expected Hours of Work, including but not limited to:
 - a. Checking availability;
 - b. To fill in at short notice for a colleague;
 - c. Where unforeseeable circumstances may arise;

- d. Bona fide emergency; and
- e. Where business and operational reasons require contact outside of normal working hours.

Reporting Concerns

12. If an Employee feels that their Right to Disconnect is not being respected or that their workload is such that they are not able to disconnect at the end of their Expected Hours of Work:
- a. The Employee is encouraged to raise the concern to the Employee's supervisor or the head of OAK's HR Committee.
 - b. Where possible, the concern should be made in writing and include details of the situation.

Non-Compliance

13. Failure to abide by any of the guidelines and/or protocols contained within this Policy may result in disciplinary action in accordance with OAK's *Discipline and Complaints Policy*.

<u>RIGHT TO DISCONNECT POLICY</u>		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
Aug 15, 2022	New Policy	OAK Governance Committee/Board of Directors

ELECTRONIC MONITORING OF EMPLOYEES

Definitions

1. The following terms have meanings in this Policy.
 - a. *“Electronic Monitoring”* – all forms of employee monitoring that is done electronically (i.e., software that tracks websites visited during working hours);
 - b. *“Employee”* – Any person employed for wages or salary who performs work or services for or on behalf of OAK. The definition of Employee does not include independent contractors;
 - c. *“Independent contractor”* – An individual or organization who is contracted to perform a specific piece of work, provides their own equipment, and executes the work under their own terms, without being subject to orders of work (i.e., Bookkeeper)

Purpose

2. This Policy describes how OAK Electronically Monitors employees and the purposes for which the information obtained through electronic monitoring may be used by OAK. This Policy is written in compliance with the Employment Standards Act (ESA)

Scope and Application of this Policy

3. This Policy applies to all Employees of OAK as defined above.
4. This Policy does not replace the IT/Security Policy.

Electronic Monitoring of OAK Employees

5. OAK supports a healthy and respectful work environment, which includes the protection of privacy and does not use software or systems that are specifically designed for employee monitoring or surveillance. We do, however, monitor all digital services to ensure services are operating and are safe and secure (for example network security).

ELECTRONIC MONITORING OF EMPLOYEES POLICY		
<u>Date of Last Review</u>	<u>Revisions</u>	<u>Author/Approval</u>
November 21, 2022	New Policy	Governance Committee/ Board of Directors