

# **NWT SNOWBOARD SAFE SPORT POLICY MANUAL**

## **INTRODUCTION**

NWT Snowboard has a fundamental obligation and responsibility to protect the health, safety and physical and mental well-being of every Individual that is involved in the Northwest Territories snowboarding community.

NWT Snowboard takes any situation involving misconduct, Maltreatment and Prohibited Behaviour very seriously; for this reason, NWT Snowboard is collectively committed to enacting and enforcing strong, clear, and effective policies and processes for preventing and addressing all forms of misconduct, Maltreatment and Prohibited Behaviour.

This Safe Sport Policy Manual contains policies for the entire Northwest Territories snowboarding community, that are applicable across Northwest Territories and from the club level to the national team. The policies are intended to promote a safe sport environment in a manner that allows for consistent, immediate, appropriate and meaningful action should any issues arise, but also to prevent issues from arising by communicating expected standards of behaviour to all participants.

This Safe Sport Policy Manual has been prepared by Canada Snowboard and has been adopted by NWT Snowboard as the applicable safe sport policies for NWT Snowboard. As Canada Snowboard adopted the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS) on December 31, 2022, the UCCMS shall be considered as incorporated by reference in this Safe Sport Policy Manual and will apply, as amended from time to time by the Sport Dispute Resolution Centre of Canada (SDRCC), to all Individuals as a condition of their participation in the sport of snowboarding in Northwest Territories and/or their membership in NWT Snowboard.

Any allegations involving Maltreatment and/or Prohibited Behaviour, as those terms are defined in the UCCMS, as amended from time to time by the SDRCC, that involves a UCCMS Participant, must be Reported directly to the Office of the Sport Integrity Commissioner (OSIC)<sup>1</sup>, which will manage the matter in accordance with the Canadian Sport Dispute Resolution Code, and any other relevant and applicable policies.

Any allegations of an alleged breach of any of the policies included or referred to in this Safe Sport Policy Manual, including those involving Maltreatment and/or Prohibited Behaviour that do not fall within the authority of OSIC, as described above, must be Reported to Canada Snowboard's Independent Third Party and shall be managed in accordance with this Safe Sport Policy Manual (and any other applicable policies). If the Independent Third Party receives a Report involving allegations of Maltreatment and/or Prohibited Behaviour that should have been Reported to OSIC as described above, they shall refer the matter to the OSIC and notify the Individual(s) that made the complaint of such action.

Except for those matters that must be reported to the OSIC, upon receipt of a Report from an Individual, the Independent Third Party will determine the appropriate forum and manner to address the complaint.

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<sup>1</sup> The Office of the Sport Integrity Commissioner is also referred to as Abuse-Free Sport.

It should also be noted that certain policies found in this Safe Sport Policy Manual also apply to matters beyond safe sport (i.e., the *Appeal Policy*). As such, these policies will also be published on NWT Snowboard’s website so that they are accessible and applicable in all relevant areas.

Lastly, NWT Snowboard notes and wishes to advise the Northwest Territories snowboarding community that, if any Policy, in whole or in part, is excerpted from this Safe Sport Policy Manual, any such action must be taken with the knowledge, and disclosure to any receiving party, that the Policy is part of the Safe Sport Policy Manual, which may impact its application or understanding.

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# NWT Snowboard

## DEFINITIONS

***The terms defined below shall apply to NWT Snowboard policies included in this NWT Snowboard Safe Sport Policy Manual.***

1. “*Affected Party*” – any Individual or entity, as determined by the Appeal Manager, who may be affected by a decision rendered under the *Appeal Policy* and who may have recourse to an appeal in their own right under the *Appeal Policy*.
2. “*Appellant*” – the Party appealing a decision pursuant to the *Appeal Policy*.
3. “*Appeal Manager*” – an individual appointed by NWT Snowboard who may be any staff member, committee member, volunteer, Director, or the Independent Third Party, to oversee the administration of the *Appeal Policy*. The Appeal Manager’s responsibilities shall include those as described in the *Appeal Policy*.
4. “*Athlete*” – includes any Individual who is registered with NWT Snowboard for either recreational or competitive purposes.
5. “*Board*” – the Board of Directors of NWT Snowboard.
6. “*Case Manager*” – an independent individual appointed by NWT Snowboard to fulfill the responsibilities described in the *Discipline and Complaints Policy*. In order to be appointed as a Case Manager, the individual must have relevant experience and skills to manage complaints and perform their duties, either as a legal practitioner or sport administrator.
7. “*Complainant*” – the Party making a complaint pursuant to the *Discipline and Complaints Policy* and as referred to in the *Investigations Policy*.
8. “*Complaint Resolution Officer*” – an individual appointed to handle the duties of the Complaint Resolution Officer as described in the *Discipline and Complaints Policy*.
9. “*Criminal Record Check (CRC)*” – a search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions
10. “*Days*” – calendar days.<sup>2</sup>
11. “*Director of Sanctions and Outcomes*” – the individual(s) responsible for overseeing the imposition of Provisional Measures, agreed outcomes, Sanctions and appearing before the Safeguarding Tribunal or the Appeal Tribunal in cases arising from a potential breach of the UCCMS (or other conduct rules, as applicable) within the jurisdiction of the OSIC.
12. “*Discrimination*” – as defined in the UCCMS and as amended from time to time by the SDRCC.
13. “*Enhanced Police Information Check (E-PIC)*” – a Criminal Record Check plus a search of local police information, available from Sterling Backcheck.
14. “*Event*” – an event sanctioned by NWT Snowboard, and which may include a social Event.
15. “*Harassment*” – a vexatious comment (or comments) or conduct against an Individual or group, irrespective of whether the comment or conduct occurs in person or via any other media,

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<sup>2</sup> For the purpose of calculating deadlines, the following shall apply: the day of the act is not included in the calculation (i.e., the date of receipt of a decision is not Day 1); instead, the deadline would start on the day following receipt of the decision and would expire at midnight (in the location of the individual seeking to file an appeal) on the last day of the period. If the end date is a Saturday, a Sunday or a legal holiday, the period runs until the next day that is not a Saturday, a Sunday or a legal holiday. For example, if an Individual receives a decision on Thursday December 17, 2020, the 14-day deadline to appeal this decision starts on Friday December 18, 2020 and would expire on Friday January 1, 2021. However, since January 1, 2021 is a legal holiday, January 2, 2021 is a Saturday, and January 3, 2021 is a Sunday, the deadline to appeal would expire at midnight (in the location of the individual seeking to file an appeal) on January 4, 2021.

including social media, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:

- i. Written or verbal abuse, threats, or outbursts;
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
  - iii. Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
  - iv. Leering or other suggestive or obscene gestures;
  - v. Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
  - vi. Practical jokes which endanger a person's safety, or which may negatively affect performance;
  - vii. Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity, which does not contribute to any Individual's positive development, but is required to be accepted as part of a team or group, regardless of the 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 NWT Snowboard or to Canada Snowboard.
16. "*Independent Third Party*" – the independent individual retained by Canada Snowboard to receive complaints and to fulfill the responsibilities outlined in the *Discipline and Complaints Policy, Investigation Policy and Appeal Policy*, as applicable.
17. "*Individuals*" – refers to all categories of members and/or Registered Participants defined in the Bylaws of NWT Snowboard, as well as all people employed by, contracted by, or engaged in activities with NWT Snowboard including, but not limited to, employees, contractors, Athletes, coaches, officials, volunteers, managers, administrators, parents or guardians, spectators, Committee members or Directors or Officers.
18. "*Maltreatment*" – as defined in the UCCMS, and as amended from time to time by the SDRCC .
19. "*Members*" – Canada Snowboard's Provincial or Territorial Associations, including NWT Snowboard.
20. "*Minor*" – any Individual who is under the age of majority at the time and in the jurisdiction where the alleged breach of any NWT Snowboard policy has occurred. Adult Individuals are responsible for knowing the age of a Minor in the relevant jurisdiction.

**\*\*\* Please verify provincial/territorial jurisdictions for potential changes \*\*\***

21. "OSIC" – the Office of the Sport Integrity Commissioner, which is an independent division of the SDRCC, which comprises the functions of the Sport Integrity Commissioner.
22. "Parties" – in the context of a complaint under the *Discipline and Complaints Policy*, the Complainant and Respondent; in the context of an appeal under the *Appeal Policy*, the Appellant, Respondent and Affected Party (or Parties).
23. "Person in Authority" – any Individual who holds a position of authority within NWT Snowboard, including, but not limited to, coaches, officials, managers, support personnel, chaperones, Committee members, and Directors or Officers. In addition to the responsibilities described for Individuals in the Code of Conduct and Ethics, a Person in Authority shall be responsible for knowing what constitutes Maltreatment and Prohibited Behaviour.
24. "Provisional Suspension" – means that the Individual is barred temporarily from participating in any capacity in any Event or activity of NWT Snowboard (or, as applicable, Canada Snowboard or other Members), or as otherwise decided pursuant to the *Discipline and Complaint Policy*, prior to the decision rendered in a hearing conducted pursuant to the *Discipline and Complaints Policy*.
25. "Power Imbalance" – as defined in the UCCMS and as amended from time to time by the SDRCC.
26. "Prohibited Behaviour" – as defined in the UCCMS and as amended from time to time by the SDRCC.
27. "Prohibited Method" – as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
28. "Prohibited Substance" – as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
29. "Reporting (or Report)" – as defined in the UCCMS and as amended from time to time by the SDRCC.
30. "Respondent" – the Party responding to a complaint or investigation; or, in the case of an appeal, the body or organization whose decision is being appealed, or the Individual who was the subject of a decision that is being appealed.
31. "Sexual Harassment" – as defined in the UCCMS and as amended from time to time by the SDRCC.
32. "Social media" – the catch-all term that is applied broadly to computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, Tik-Tok, and Twitter.
33. "SDRCC" – the Sport Dispute Resolution Centre of Canada.
34. "Tampering" – as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
35. "UCCMS" – the Universal Code of Conduct to Prevent and Address Maltreatment in Sport, as amended from time to time by the SDRCC.
36. "UCCMS Participant" - an Individual affiliated with Canada Snowboard, as designated by Canada Snowboard, and who has signed the required consent form. For Canada Snowboard, UCCMS Participants include:
  - i. Canada Snowboard National Team Athletes
  - ii. Canada Snowboard National Team Coaches and Support Staff
  - iii. Canada Snowboard Staff and Contractors
  - iv. Canada Snowboard Board Members
  - v. Canada Snowboard Committee Members

37. “*Vulnerable Participant*” – as defined in the UCCMS and as amended from time to time by the SDRCC.
38. “*Vulnerable Sector Check (VSC)*” – a detailed check that includes a search of the RCMP Canadian Police Information Centre (CPIC) system, local police information, and the Pardoned Sex Offender database.
39. “*Workplace*” – any place where Events, business or work-related activities are conducted. Workplaces include but are not limited to, the office or facilities of NWT Snowboard, work-related social functions, work assignments outside offices, work-related travel, the training and competition environment (wherever located), and work-related conferences or training sessions.
40. “*Workplace Harassment*” – vexatious comment(s) 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, text messages 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.
41. “*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:
- Verbal or written threats to attack;
  - Sending or leaving threatening notes, text messages or emails;
  - Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
  - Wielding a weapon in a Workplace;
  - Hitting, pinching or unwanted touching which is not accidental;
  - Dangerous or threatening horseplay;

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

<p><b>NWT SNOWBOARD</b></p> <p><b>ATHLETE PROTECTION POLICY</b></p>
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Effective date	[DATE]
Archived date	-
Date last reviewed	[DATE]
Scheduled review date	[DATE]
Replaces and/or amends	NWT Snowboard Athlete Protection Policy approved April 28, 2021]
Approved by and date	NWT Snowboard Board of Directors, [DATE]
Appendix(-ces) to this Policy	Appendix A – Image Consent Form

**Purpose**

1. This Athlete Protection Policy describe how Persons in Authority shall maintain a safe sport environment for all Athletes.

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

2. Canada Snowboard and its Members, including NWT Snowboard,<sup>3</sup> strongly recommend the ‘Rule of Two’ for all Persons in Authority who interact with Athletes, whether in person or remotely (i.e., in virtual settings). The Coaching Association of Canada describes the intention of the ‘Rule of Two’ as follows:

A coach must never be alone or out of sight with a minor athlete. Two NCCP trained or certified coaches should always be present with an athlete, especially a minor athlete, when in a potentially vulnerable situation such as in a locker room or meeting room. All one-on-one interactions between a coach and an athlete must take place within earshot and in view of a second coach except for medical emergencies. One of the coaches must also be of the same gender as the athlete. Should there be a circumstance where a second screened and NCCP trained or certified coach is not available, a screened volunteer, parent, or adult can be recruited.

3. NWT Snowboard recognizes that fully implementing the ‘Rule of Two’, as described above (and modified accordingly for Persons in Authority), in all circumstances, may not always be possible. Consequently, at a minimum, interactions between Persons in Authority and Athletes must respect the following:
  - i. The training and competition environments should be open to observation so that all interactions between Persons in Authority and Athletes are observable.
  - ii. Private or one-on-one situations must be avoided unless they are open and observable by another adult or Athlete.

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<sup>3</sup> A separate document with term definitions that apply to all NWT Snowboard Policy is found online and in the NWT Snowboard Safe Sport Manual.

- iii. Persons in Authority shall not invite or have a Vulnerable Participant (or Vulnerable Participants) in their home without the written permission and contemporaneous knowledge of the Vulnerable Participant's parent or guardian.
- iv. Vulnerable Participants must not be in any situation where they are alone with a Person in Authority without another screened adult or Athlete present unless prior written permission is obtained from the Athlete's parent or guardian

## **Practices and Events**

4. As it relates to practices and/or competitions, the following shall be respected:
  - a) A Person in Authority should never be alone with a Vulnerable Participant prior to or following a competition or practice unless the Person in Authority is the Athlete's parent or guardian.
  - b) If the Vulnerable Participant is the first Athlete to arrive, the Athlete's parent should remain until another Athlete or Person in Authority arrives.
  - c) If a Vulnerable Participant would potentially be alone with a Person in Authority following a competition or practice, the Person in Authority should ask another Person in Authority (or a parent or guardian of another Athlete) to stay until all of the Athletes have been picked up. If an adult is unavailable, another Athlete, who is preferably not a Vulnerable Participant, should be present in order to avoid the Person in Authority being alone with a Vulnerable Participant
  - d) Persons in Authority giving instructions, demonstrating skills, or facilitating drills or lessons to an individual Athlete should always do so within earshot and eyesight of another Person in Authority
  - e) If there is a concern with observing the Rule of Two, Persons in Authority and Athletes should take additional steps to achieve transparency and accountability in their interactions.

## **Communications**

5. Communications between Persons in Authority and Athletes shall respect the following:
  - a) Group messages, group emails or team pages are to be used as the regular method of communication between Persons in Authority and Athletes
  - b) Persons in Authority may only send personal texts, direct messages on social media or emails to individual Athletes when necessary and only for communicating information related to team issues and activities (e.g., non-personal information). Any such texts, messages or emails shall be professional in tone and must be copied to another adult when the Athlete is a Vulnerable Participant.
  - c) No personal texts between Vulnerable Participants and Persons in Authority may be sent; however, if this is necessary under Section 5(b), it shall include one other adult person on the message (preferably the Vulnerable Person's parent(s)/guardian(s)).
  - d) Parents and guardians may request that their child not be contacted by a Person in Authority using any form of electronic communication and/or to request that certain information about their child may not be distributed in any form of electronic communications
  - e) All communication between a Person in Authority and Athletes must be between the hours of 6:00am and 11:00pm unless extenuating circumstances justify otherwise (e.g., cancelling an early morning practice)
  - f) Communications concerning drugs or alcohol use (unless regarding its prohibition) is not permitted

- g) No sexually explicit language or imagery or sexually oriented conversation may be communicated by any medium
- h) Persons in Authority and Athletes are not permitted to offer or ask one another to keep a secret for them

### **Virtual settings**

- 6. The Rule of Two shall apply to all Minors in a virtual environment. Specifically:
  - a) For Athletes under the age of 16, where possible, a parent/guardian should be present during any virtual session;
  - b) Two adult coaches should be present or one coach and one adult (parent, guardian, volunteer, club administrator). One-on-one virtual sessions are prohibited;
  - c) Coaches shall be informed by NWT Snowboard of the expected standards of conduct during virtual sessions;
  - d) Parents/guardians of Minors shall be informed by NWT Snowboard of the activities that will take place during the virtual session, as well as the process of the virtual session;
  - e) Parents/guardians of Minors shall provide consent to the Minor participating in the virtual session, if irregularly scheduled, or prior to the first session if the sessions will take place on a regular basis;
  - f) Communications during virtual sessions shall take place in an open and observable environment. Sessions must be initiated in appropriate locations (i.e., not in personal or inappropriate locations such as bedrooms);
  - g) Virtual sessions should be recorded whenever allowed by the technology being used;
  - h) Parents/guardians should debrief with Minors on a weekly basis regarding virtual sessions.

### **Travel**

- 7. Any travel involving Persons in Authority and Athletes shall respect the following:
  - a) Teams or groups of Athletes shall always have at least two Persons in Authority with them
  - b) For mixed gender teams or groups of Athletes, there will be one Person in Authority from each gender
  - c) Screened parents or other volunteers will be available in situations when two Persons in Authority cannot be present
  - d) No Person in Authority may drive a vehicle with an Athlete alone unless the Person in Authority is the Athlete's parent or guardian
  - e) A Person in Authority may not share a room or be alone in a hotel room with an Athlete unless the Person in Authority is the Athlete's parent or guardian
  - f) Room or bed checks during overnight stays must be done by two Persons in Authority
  - g) For overnight travel when Athletes must share a hotel room, roommates will be age-appropriate and, for Minors, shall be within two years of age of one another and of the same gender identity

### **Locker Room / Changing Areas**

- 8. The following shall apply to locker rooms, changing areas, and meeting rooms:
  - a) Interactions (i.e., conversation) between Persons in Authority and Athletes should not occur in any room where there is a reasonable expectation of privacy such as a locker room, restroom or

changing area. A second adult should be present for any necessary interaction between an adult and an Athlete in any such room. The Rule of Two must be respected.

- b) If Persons in Authority are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required, including but not limited to team communications and/or emergency

## Photography / Video

- 9. Any photograph or video involving Athletes shall respect the following:
  - a) Photographs and video may only be taken in public view, must observe generally accepted standards of decency, and be both appropriate for and in the best interest of the Athlete.
  - b) The use of recording devices of any kind in rooms where there is a reasonable expectation of privacy is strictly prohibited.
  - c) Examples of photos that shall be edited or deleted include:
    - i. Images with misplaced apparel or where undergarments are showing
    - ii. Suggestive or provocative poses
    - iii. Embarrassing images
  - d) If any photographs or videos will be used on any form of public media, an Image Consent Form must be completed before any images are taken and used

## Physical Contact

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

## Enforcement

- 11. Any alleged violations of this *Athlete Protection Policy* shall be addressed pursuant to NWT Snowboard's *Discipline and Complaints Policy*.

## Privacy

- 12. The collection, use and disclosure of any personal information pursuant to this Policy is subject to NWT Snowboard's usual policies and practices regarding private and/or confidential information.

## Appendix A – Image Consent Form

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

Signed at this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Print Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Signature of Parent/Guardian (if Participant is younger than the age of majority):

\_\_\_\_\_

## NWT SNOWBOARD

### CODE OF CONDUCT AND ETHICS

Effective date	[DATE]
Archived date	-
Date last reviewed	[DATE]
Scheduled review date	[DATE]
Replaces and/or amends	NWT Snowboard Code of Conduct and Ethics approved April 28, 2021]
Approved by and date	NWT Snowboard Board of Directors, [DATE]
Appendix(-ces) to this Policy	-

#### Purpose

1. The purpose of this Code is to ensure a safe and positive environment within the programs, activities, and Events of NWT Snowboard <sup>4</sup> by making Individuals aware that there is an expectation, at all times, of appropriate behaviour consistent with the applicable organization's core values and policies. NWT Snowboard supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals can safely participate in our sport and are treated with respect and fairness.

#### Application of this Code

2. This Code applies to any Individual's conduct during the business, activities, and Events of NWT Snowboard including, but not limited to, competitions, practices, evaluations, treatment or consultations (e.g., massage therapy), training camps, travel associated with organizational activities, the office environment, and any meetings or social Events.
3. This Code also applies to Individuals' conduct outside of the business, activities, and Events of NWT Snowboard when such conduct adversely affects the organization's relationships (and the work and sport environment) or is detrimental to the image and reputation of NWT Snowboard. Such applicability will be determined by NWT Snowboard its sole discretion.
4. This Code applies to Individuals active in the sport of snowboarding or who have retired from the sport of snowboarding where any claim regarding a potential breach of this Code occurred when the Individual was active in the sport.
5. In addition, breaches of this Code may occur when the Individuals involved interacted due to their mutual involvement in the sport of snowboarding or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Individual(s).

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<sup>4</sup> A separate document with term definitions that apply to all NWT Snowboard Policy is found online and in the NWT Snowboard Safe Sport Policy Manual.

6. Any Individual who violates this Code may be subject to sanctions pursuant to the *Discipline and Complaints Policy*. In addition to facing possible sanctions pursuant to the *Discipline and Complaints Policy*, an Individual who violates this Code during a competition may be removed from the competition or training area, and the Individual may be subject to further sanctions.

## **UCCMS**

7. As Canada Snowboard has adopted the UCCMS, it shall be incorporated into this Code by reference as if set out in full herein. Any modifications or amendments made to the UCCMS by the SDRCC shall come into effect immediately upon their adoption by the SDRCC, without the need for any further action by NWT Snowboard or by Canada Snowboard.

## **Responsibilities**

8. Individuals have a responsibility to:
- a) Maintain and enhance the dignity and self-esteem of 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 other participants;
    - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
    - iv. Acting 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, Discrimination or any form of Maltreatment or Prohibited Behaviour
  - c) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
  - d) Refrain from consuming tobacco products, cannabis, or recreational drugs while participating in the programs, activities, Events of NWT Snowboard or representing NWT Snowboard at any such programs, activities or Events
  - e) In the case of Minors, not consume alcohol, tobacco, or cannabis at any Event
  - f) In the case of adults, not consume cannabis in the Workplace or in any situation associated with 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
  - g) Respect the property of others and not wilfully cause damage
  - h) Promote sport in the most constructive and positive manner possible
  - i) When driving a vehicle,
    - i. Not have his or her license suspended;
    - ii. Obey traffic laws at all times;
    - iii. Not be under the influence of alcohol, cannabis or illegal drugs or intoxicating substances;
    - iv. Have valid insurance; and
    - v. Refrain from using a mobile device or engaging in any activity that would constitute distracted driving

- j) Adhere to all federal, provincial, municipal and host country laws
- k) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition or para-classification, and/or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a competition. A benefit includes the direct or indirect receipt of money or other anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages
- l) Comply, at all times, with the bylaws, policies, procedures, and rules and regulations of NWT Snowboard and those of any other sport organization with authority over the individual, as applicable and as adopted and amended from time to time
- m) Report any ongoing criminal or anti-doping investigation, conviction, or existing bail conditions involving an Individual to NWT Snowboard, including, but not limited to, those for violence, child pornography, or possession, use, or sale of any illegal or Prohibited Substance or Method

### **Directors, Committee Members, and Staff**

9. In addition to section 8 (above), directors, committee members, and staff of NWT Snowboard will have additional responsibilities to:
- a) When performing their role as a director or committee member or staff member of NWT Snowboard, ensure that they respect their duty of loyalty to NWT Snowboard and refrain from engaging in any activity or behaviour that could constitute a conflict of interest
  - b) Ensure their loyalty prioritizes the interests of NWT Snowboard
  - c) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the business and the maintenance of Individuals' confidence
  - d) Ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
  - e) Comply with the *Screening Policy*, including understanding ongoing expectations under the *Screening Policy* and fully cooperating in the screening process
  - f) Conduct themselves openly, professionally, lawfully and in good faith
  - g) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
  - h) Behave with decorum appropriate to both circumstance and position
  - i) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws
  - j) Respect the confidentiality appropriate to issues of a sensitive nature
  - k) Respect the decisions of the majority and resign if unable to do so
  - l) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
  - m) Have knowledge and understanding of all relevant policies and procedures

### **Coaches, Instructors, Trainers and Athlete Support Personnel**

10. In addition to section 8 (above), coaches, instructors, trainers and athlete support personnel (collectively, "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 not abuse it, either consciously or unintentionally. Coaches will:

- a) Avoid any behaviour that abuses the Power Imbalance inherent to their position as a coach
- b) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the Athletes
- c) Prepare Athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm Athletes
- d) Avoid compromising the present and future health of Athletes by communicating and cooperating with sport medicine professionals (where applicable) in the diagnosis, treatment, and management of Athletes' medical and psychological treatments
- e) Support the coaching staff of a training camp, provincial team, or national team, should an Athlete qualify for participation with one of these programs
- f) Accept and promote Athletes' personal goals and refer Athletes to other coaches and sport specialists as appropriate
- g) Provide Athletes (and the parents/guardians of Minor Athletes) with the information necessary to be involved in the decisions that affect the Athlete
- h) Act in the best interest of the Athlete's development as a whole person
- i) Comply with the *Screening Policy*, including understanding ongoing expectations under the *Screening Policy* and fully cooperating in the screening process
- j) Comply with all established responsibilities and obligations as set out by the coach's professional governing body, if any
- k) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or Prohibited Substances or Prohibited Methods and, in the case of minors, alcohol, cannabis, and/or tobacco
- l) Respect Athletes competing for other clubs, provinces or countries and, in dealings with them, not discuss topics or take actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the Athletes
- m) Not engage in a sexual or intimate relationship with an Athlete of any age in which the coach is in a position of trust or authority
- 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 appropriately
- p) Use inoffensive language, and take the audience being addressed into account (e.g., the age/maturity of the participants)

## **Athletes**

11. In addition to section 8 (above), Athletes will have additional responsibilities to:
- a) Adhere to their athlete agreement (if applicable)
  - b) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete
  - c) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations (including time controls or any other form of testing)

- d) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
- e) Adhere to any rules and requirements regarding clothing and equipment
- f) Dress to represent the sport and themselves appropriately
- g) Act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by coaches or managers

## Officials

12. In addition to section 8 (above), officials will have additional responsibilities to:
- a) Maintain and update their knowledge of the rules and any rule changes
  - b) Not publicly criticize any Individual
  - c) Place the safety and welfare of competitors, and the fairness of the competition above all else
  - d) Work within the boundaries of their position's description while supporting the work of other officials
  - e) Act as an ambassador of the sport of snowboarding by agreeing to enforce and abide by national and provincial/territorial rules and regulations
  - f) Take ownership of actions and decisions made while officiating
  - g) Respect the rights, dignity, and worth of all Individuals
  - 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 discipline processes, appeals, and specific information or data about Individuals
  - k) Comply with the *Screening Policy*, including understanding ongoing expectations under the *Screening Policy* and fully cooperating in the screening process
  - l) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases communicate their situation to NWT Snowboard or the individual(s) responsible for assignments as soon as possible
  - m) When writing reports, set out the actual facts to the best of their knowledge and recollection
  - n) Dress in appropriate attire for officiating
  - o) Where applicable, adhere at all times to the rules of the International Ski and Snowboard Federation (FIS), as well as the rules of any other sport organization that has relevant and applicable authority over the official

## Parents/Guardians and Spectators

13. In addition to section 8 (above), parents/guardians and spectators at Events will, at all times:
- 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 during a competition or practice
  - d) Respect the decisions and judgments of officials, and encourage Athletes to do the same
  - e) Support all efforts to eliminate verbal and physical abuse, coercion, intimidation, and sarcasm
  - f) Respect all competitors, coaches, officials and other volunteers
  - g) Never harass competitors, coaches, officials, parents/guardians, or other spectators

## Anti-Doping

14. All Individuals shall:

- a) Abstain from the non-medical use of medications or drugs or the use of Prohibited Substances or Prohibited Methods as listed on the version of the World Anti-Doping Agency's Prohibited List currently in force. More specifically, NWT Snowboard adopts and adheres to the Canadian Anti-Doping Program. NWT Snowboard will respect any sanction imposed on an Individual as a result of a breach of the [Canadian Anti-Doping Program](#) or any other applicable Anti-Doping Rules
- b) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision, who has been found to have committed an anti-doping rule violation and is serving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program or any other applicable anti-doping rules
- c) Cooperate with any Anti-Doping Organization that is conducting an investigation into any anti-doping rule violation(s)
- d) Refrain from any offensive conduct toward a doping control official or other individual involved in doping control, whether or not such conduct constitutes Tampering as defined in the Canadian Anti-Doping Program

15. All Athlete Support Personnel or other persons who are Using a Prohibited Substance or Prohibited Method without a valid and acceptable justification shall refrain from providing support to Athletes that fall under NWT Snowboard, Canada Snowboard, or any other Member's jurisdiction.

## Retaliation, Retribution or Reprisal

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

## Privacy

17. The collection, use and disclosure of any personal information pursuant to this Policy is subject to NWT Snowboard's usual policies and practices regarding private and/or confidential information.

## NWT SNOWBOARD

### DISCIPLINE AND COMPLAINTS POLICY

Effective date	[DATE]
Archived date	-
Date last reviewed	[DATE]
Scheduled review date	[DATE]
Replaces and/or amends	NWT Snowboard Discipline and Complaints Policy approved April 28, 2021]
Approved by and date	NWT Snowboard Board of Directors, [DATE]
Appendix(-ces) to this Policy	-

#### Purpose

1. Individuals are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the policies, bylaws, rules and regulations of NWT Snowboard,<sup>5</sup> Canada Snowboard and any other Members, as applicable and as amended from time to time. Non-compliance may result in the imposition of sanctions pursuant to this Policy.

#### Application of this Policy

2. This Policy applies to all Individuals and to any alleged breaches of NWT Snowboard policies, by-laws, rules or regulations.
3. This Policy applies to matters that may arise during the business, activities, and Events of NWT Snowboard including, but not limited to, competitions, practices and training, evaluations, treatment or consultations (e.g., massage therapy), training camps, travel associated with NWT Snowboard activities, and any meetings.
4. This Policy also applies to Individuals' conduct outside of the business, activities, and Events of NWT Snowboard when such conduct adversely affects NWT Snowboard's relationships (and the work and sport environment) or is detrimental to the image and reputation of NWT Snowboard, or upon the acceptance of NWT Snowboard.
5. Without limiting the generality of the foregoing, this Policy applies to alleged breaches of the *Code of Conduct and Ethics* by Individuals who have retired from the sport of snowboarding where any claim regarding a potential breach of the *Code of Conduct and Ethics* occurred when the Individual was active in the sport. In addition, this Policy will apply to breaches of the *Code of Conduct and Ethics* that occurred when the Individuals involved interacted due to their mutual involvement in the sport of snowboarding or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Individual(s).

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<sup>5</sup> A separate document with term definitions that apply to all NWT Snowboard Policy is found online and in the NWT Snowboard Safe Sport Policy Manual.

If an Individual makes a complaint or Reports an incident that occurred at a time during which a different NWT Snowboard policy was in force (i.e., *Code of Conduct and Ethics, Discipline and Complaints Policy*), the matter will be governed by the substantive rules in the policy in force at the time that the incident occurred to determine whether an offense or breach of the policy has occurred, unless the panel hearing the matter determines that the principle of *lex mitior* applies to the circumstances of the case; however, for such cases, this *Discipline and Complaints Policy* will apply retroactively, prior to its approval date, as it relates to procedural matters.

Applicability of this Policy will be determined by the Independent Third Party at their sole discretion and shall not be subject to appeal.

6. In addition to being subject to disciplinary action pursuant to this *Discipline and Complaints Policy*, an employee of NWT Snowboard who is a Respondent to a Report may also be subject to consequences in accordance with the employee's employment agreement, if applicable, or NWT Snowboard's Human Resources or other applicable policies.
7. NWT Snowboard will adhere to all disclosure and reporting responsibilities required by any government entity, local police force, or child protection agency.

## **Minors**

8. 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. Any Individual who Reports or brings a complaint on behalf of a Minor that involves known or suspected abuse, neglect or Maltreatment of a Minor that is not Reported to the OSIC pursuant to Sections 12-14 below must also Report this to local child welfare services, the applicable provincial or territorial social service ministries or departments, or local police.
9. Communication from the Independent Third Party, Case Manager, Complaint Resolution Officer or discipline panel, as applicable, must be directed to the Minor's representative.
10. If the Minor's representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the Minor's parent/guardian.
11. A Minor is not required to attend an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn against the Minor.

## **Reporting a Complaint**

### UCCMS Participants

12. Incidents that involve alleged Maltreatment or Prohibited Behaviour that occurred or continued as of December 31, 2022 involving a UCCMS Participant must be reported to the OSIC and will be addressed pursuant to the OSIC's policies and procedures.

13. Incidents that involve alleged Maltreatment or Prohibited Behaviour that occurred before December 31, 2022 may be reported to the OSIC; however, the OSIC shall determine the admissibility of such complaints in accordance with the relevant and applicable OSIC Guidelines regarding the initial review and preliminary assessment, at their sole discretion. The matter may only proceed pursuant to the OSIC's procedures with the express consent of the Parties involved where the Parties have not been designated by Canada Snowboard as a UCCMS Participant.
14. If the Independent Third Party receives a complaint that they consider would otherwise fall within the above sections, they shall refer the matter to the OSIC and notify the Individual(s) that made the complaint of such action.

### Individuals

15. Any complaints involving alleged breaches of NWT Snowboard's policies that do not fall within Sections 12 or 13 above must be Reported in writing by an Individual (or Individuals) to Canada Snowboard's identified Independent Third Party within fourteen (14) days of the occurrence of the incident.<sup>6</sup> For the avoidance of doubt, this includes Reported complaints referred back to the Independent Third Party by the OSIC following a determination made by the OSIC that a complaint initially reported to it does not fall within its jurisdiction. The OSIC is not required to comply with the deadline specified in this Section 15.
16. A Complainant who fears retribution or reprisal or who otherwise considers that their identity must remain confidential may Report a complaint to the Independent Third Party and request that their identity be kept confidential. If the Independent Third Party considers that the Complainant's identity must remain confidential, the Independent Third Party may ask that NWT Snowboard take carriage of the complaint and act as the Complainant pursuant to Section 24 below.<sup>7</sup>
17. If the Independent Third Party considers that it is unnecessary to keep the Complainant's identity confidential, they shall inform the Complainant, who may decide whether or not to pursue the Reported complaint. However, the Independent Third Party may not reveal the identity of the Complainant unless the Complainant expressly informs them of their desire to pursue the complaint and has indicated, in writing, their approval to have their identity divulged.

### **Independent Third Party Responsibilities**

18. Upon receipt of a Reported complaint from an Individual (or Individuals) or the OSIC, the Independent Third Party shall:
  - determine whether the complaint falls within the jurisdiction of this Policy;
  - if it can be accepted pursuant to Section 15 above; and
  - whether it is either a frivolous or vexatious complaint, or if it has been made in bad faith.<sup>8</sup>

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<sup>6</sup> This timeline may be waived at the Independent Third Party's sole discretion if they consider that there were extenuating circumstances that prevented the Individual from Reporting their complaint within fourteen (14) days of the occurrence of the incident.

<sup>7</sup> In such circumstances, the Complainant(s) may be required to provide evidence during the disciplinary process.

<sup>8</sup> As indicated in the Sport Dispute Resolution Centre of Canada's Investigation Guidelines, a Reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the Independent Third Party must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead.

If the Reported complaint is not accepted by the Independent Third Party for any of the aforementioned reasons, the Independent Third Party shall inform the Complainant and provide the reasons for which the complaint was not accepted. If the Reported complaint is accepted by the Independent Third Party, the Independent Third Party shall proceed to make the determinations indicated in Sections 19-23 below and notify the Parties accordingly that the Reported complaint has been accepted.

19. In cases where the Independent Third Party receives a complaint or Report involving known or suspected abuse, neglect or Maltreatment of a Minor that is not reported to the OSIC pursuant to Sections 12-14, they shall Report this to local child welfare services, the applicable provincial or territorial social service ministries or departments, or local police. The Independent Third Party shall not be responsible for fulfilling the aforementioned obligation if the Individual making the complaint or filing the Report confirms in writing that they have already Reported to any such authorities.
20. If a Reported complaint has been accepted by the Independent Third Party pursuant to Section 18 above, the Independent Third Party shall determine whether the Reported incident has occurred within NWT Snowboard or Canada Snowboard's business, activities or Events as described in Section 3 above. If the incident has occurred outside of the business, activities or Events of these organizations, the Independent Third Party will determine which organization's relationships are adversely affected or which organization's image or reputation will be detrimentally affected by the incident as described in Section 4 above, or if the breach has had a serious and detrimental impact on the Individual(s), as described in Section 5 above.
21. The Independent Third Party shall direct a Reported complaint to be managed by the Complaint Resolution Officer of NWT Snowboard (if and as applicable pursuant to Section 20 above) if the Complainant alleges that any of the following incidents have occurred:
  - i. Disrespectful conduct or behaviour
  - ii. Minor acts of physical violence, unless the physical violence is between a Person in Authority and a Vulnerable Participant, in which case the matter will fall under Section 22 below
  - iii. Conduct contrary to the values of NWT Snowboard
  - iv. Non-compliance with NWT Snowboard's policies, procedures, rules, or regulations
  - v. Minor violations of the *Code of Conduct and Ethics*, *Social Media Policy*, or the *Athlete Protection Policy*
22. Subject to Section 14, the Independent Third Party shall direct a Reported complaint to be managed by the Case Manager appointed by NWT Snowboard (if and as applicable pursuant to Section 21 above, but subject to Sections 12-14) if the Complainant alleges that any of the following incidents have occurred:
  - i. Repeated incidents pursuant to Section 21
  - ii. Abusive, racist, or sexist comments, conduct or behaviour
  - iii. Any incident of hazing
  - iv. Behaviour that constitutes Maltreatment, Prohibited Behaviour, Workplace Harassment or Harassment

- v. Major incidents of physical violence (e.g., fighting, attacking)
- vi. Pranks, jokes, or other activities that endanger the safety of others
- vii. Conduct that intentionally interferes with a competition or with any Athlete's preparation for a competition
- viii. Conduct that intentionally damages NWT Snowboard's image, credibility, or reputation
- ix. Consistent disregard for NWT Snowboard's bylaws, policies, rules, and regulations
- x. Major or repeated violations of the *Code of Conduct and Ethics, Social Media Policy, or Athlete Protection Policy*
- xi. Intentionally damaging NWT Snowboard's property or improperly handling the organization's monies
- xii. Abusive use of alcohol or any other intoxicating substance, any use or possession of alcohol or any other intoxicating substance by Minors, or use or possession of illicit drugs and narcotics
- xiii. A conviction for any *Criminal Code* offense

23. In exceptional circumstances, the Independent Third Party may direct a Reported complaint to be managed by Canada Snowboard if NWT Snowboard is otherwise unable to manage the complaint for valid and justifiable reasons, such as a conflict of interest, due to a lack of capacity.

24. Notwithstanding any provision in this Policy, NWT Snowboard may, at its discretion, or upon request by the Independent Third Party in accordance with Section 16, act as the Complainant and initiate the complaint Reporting process under the terms of this Policy. In such cases, NWT Snowboard will identify an individual to represent the organization, unless NWT Snowboard is acting as the Complainant pursuant to Section 16.

## Investigations

25. In exceptional circumstances, and only when the Independent Third Party considers that the conditions indicated in this section have been satisfied, the Independent Third Party may determine that a Reported incident requires further investigation by an independent third-party investigator. The Independent Third Party will direct that an investigation be conducted:

- Only if the Reported incident falls within Section 22 above;
- In accordance with and by an independent investigator appointed pursuant to the *Investigations Policy – Discrimination, Harassment and Maltreatment and Prohibited Behaviour*;
- Where the Independent Third Party considers that there is a need for an independent assessment to determine whether an allegation (or, where there are several allegations, which allegations) should be heard by a discipline panel pursuant to this Policy because they constitute, if found to be true, a likely breach of the *Code of Conduct and Ethics*, the *Social Media Policy*, the *Athlete Protection Policy*, or any other relevant and applicable NWT Snowboard policy, or whether the allegations frivolous, vexatious or made in bad faith;<sup>9</sup> and
- For the purpose of making non-binding recommendations to the Independent Third Party so that they may discharge their responsibilities pursuant to this Policy.

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<sup>9</sup> Please see Footnote 8, modified accordingly for the circumstances of an investigation.

If the Independent Third Party considers that an independent investigation must be conducted for the reasons mentioned above, the investigation shall be conducted before any disciplinary procedures are commenced pursuant to this Policy; however, when an investigation is conducted and where it is necessary in the circumstances, a Provisional Suspension or interim measures may be imposed in accordance with Sections 26-30 below.

Upon receipt of the investigator's report, the Independent Third Party shall determine whether the matter will proceed pursuant to Sections 42 and below and shall inform the Parties and NWT Snowboard.

If the Independent Third Party does not consider that an independent investigation is necessary and the Reported complaint has been accepted pursuant to Section 18, the matter shall proceed pursuant to Sections 42 and following below.

### **Provisional Suspensions**

26. If it is considered appropriate or necessary on the basis of the circumstances, immediate discipline or the imposition of a Provisional Suspension or interim measures may be imposed against any Individual by Andrew Goodwin of NWT Snowboard (or their designate)<sup>10</sup> upon the recommendation of the Independent Third Party (except where there are time constraints)<sup>11</sup> after which further discipline or sanctions may be applied according to this Policy.
27. If an infraction occurs at a competition, it will be dealt with by the procedures specific to the competition, if applicable. Provisional Suspensions or interim measures may be imposed for the duration of a competition, training, activity, or Event only, or as otherwise determined appropriate by the Andrew Goodwin of NWT Snowboard.<sup>12</sup>
- 28.** Notwithstanding the above, NWT Snowboard may determine that an alleged incident is of such seriousness as to warrant the imposition of a Provisional Suspension of a Respondent pending completion of an investigation, assessment and/investigation by the OSIC, criminal process, the hearing, or a decision of the discipline panel.
- 29.** Any Respondent against whom a Provisional Suspension or interim measure is imposed may make a request to the Independent Third Party or discipline panel (if appointed) to have the Provisional Suspension or interim measure lifted. In such circumstances, NWT Snowboard shall be provided with an opportunity to make submissions, orally or in writing, regarding the Respondent's request to have their Provisional Suspension lifted. Provisional Suspensions or interim measures shall only be lifted in circumstances where the Respondent establishes that it would be manifestly unfair to maintain the Provisional Suspension or interim measure against them.
- 30.** Any decision not to lift a Provisional Suspension or interim measure shall not be subject to appeal.

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<sup>10</sup> The term 'designate' includes the person with authority to impose a Provisional Suspension according to the situation.

<sup>11</sup> Where there are time constraints, the Executive Director may impose a Provisional Suspension or interim measures against an Individual without seeking a recommendation from the Independent Third Party.

<sup>12</sup> In-competition discipline or sanction imposed by the applicable official or authority does not prevent an Individual from facing additional disciplinary proceedings under the *Code of Conduct and Ethics*.

## **Complaint Handled by Complaints Resolution Officer**

31. Following the Independent Third Party's determination that the Reported complaint or incident shall be managed by a Complaint Resolution Officer pursuant to Section 21 above, NWT Snowboard will appoint a Complaint Resolution Officer. The Complaint Resolution Officer appointed to handle a Reported complaint or incident must be unbiased and not in a conflict of interest situation.
32. The Complaint Resolution Officer will ask the Complainant and the Respondent for either written or oral submissions regarding the Reported complaint or incident. Both Parties shall also have the right to submit to the Complaint Resolution Officer any relevant evidence, including, but not limited to witness statements, documentary evidence or evidence from other media (i.e., photos, screenshots, videos or other recordings).
33. Each Party shall have the right to receive the other Party's submissions and evidence, including the Complainant's complaint. If the matter before the Complaint Resolution Officer involves a Complainant who wishes to keep their identity confidential, the Complaint Resolution Officer may redact documents as they consider reasonably necessary to protect the confidentiality of the Individual, but only to the extent that any redactions do not compromise the Respondent's procedural fairness rights. In the case of oral submissions, each Party shall have the right to be present when such submissions are made.
34. Following receipt of the Parties' submissions, the Complaint Resolution Officer may convene the Parties to a meeting, either in person or by way of video or teleconference, in order to ask the Parties questions and/or, if permitted by the Complaint Resolution Officer, to allow the Parties to ask questions of one another.
35. Following their review of the submissions and evidence related to the Reported complaint or incident, the Complaint Resolution Officer shall determine if any of the incidents listed in Section 21 above have occurred and, if so, if one or more of the following sanctions should be applied:
  - a) Verbal or written reprimand
  - b) Verbal or written apology
  - c) Service or other contribution to NWT Snowboard
  - d) Removal of certain privileges
  - e) Suspension from certain teams, Events, and/or activities
  - f) Suspension from certain activities for a designated period
  - g) Any other sanction considered appropriate for the offense
  - h) Education or training opportunities

If, after hearing the Parties and reviewing their submissions, the Complaint Resolution Officer considers that none of the incidents listed in Section 21 above have occurred, they shall dismiss the Reported complaint.

36. The Complaint Resolution Officer will inform the Parties of their decision, in writing and with reasons. Any sanction imposed shall take effect upon the Parties' receipt of the decision. Should the circumstances require a decision to be rendered immediately or within a short timeline, the

Complaint Resolution Officer may render a short decision, either orally or in writing, followed by a written reasoned decision.

37. Any decision rendered by the Complaint Resolution Officer shall be provided to and maintained in the records of NWT Snowboard and Canada Snowboard. Decisions will be kept confidential by the parties and the aforementioned organizations and shall be retained and discarded in accordance with the relevant and applicable privacy legislation.

### **Request for Reconsideration**

38. If the Complaint Resolution Officer decides not to impose a sanction on the Respondent, the Complainant may request a reconsideration from the Complaint Resolution Officer by informing them in writing, within four days of receiving the decision, that they are not satisfied with the decision and explain why.
39. If the Complaint Resolution Officer imposes a sanction, the Respondent may request, in writing, a reconsideration from the Complaint Resolution Officer by informing them, within four days of receiving the decision, that they are not satisfied with the decision. In their request for reconsideration, the Respondent must indicate:
  - a) Why the sanction is inappropriate;
  - b) Any evidence to support the Respondent's position; and
  - c) What penalty or sanction (if any) would be appropriate.
40. Upon receiving a request for reconsideration, the Complaint Resolution Officer shall render a decision within seven (7) days explaining whether they have accepted the request for reconsideration and, if so, their new decision.
41. The Complaint Resolution Officer's new decision may be appealed in accordance with the *Appeal Policy*; however, no party shall have a right to appeal unless they have exhausted their right to request a reconsideration pursuant to Sections 38 or 39 above.

### **Handled by Discipline Panel Case Manager**

42. If the Independent Third Party determines that the Reported complaint or incident should be handled by NWT Snowboard pursuant to Section 22 above, NWT Snowboard shall appoint a Case Manager to fulfil the responsibilities listed in Sections 43 and following. In such instance, any reference to Case Manager below shall be understood as a reference to NWT Snowboard's Case Manager.

43. Following the Independent Third Party's determination that the Reported complaint or incident should be handled by NWT Snowboard pursuant to Section 22 above, the appointed Case Manager will have the responsibility to:
- a) Propose the use of the *Dispute Resolution Policy* (if considered appropriate in the circumstances)
  - b) Appoint the discipline panel, if necessary
  - c) Coordinate all administrative aspects and set timelines
  - d) Provide administrative assistance and logistical support to the discipline panel as required, including providing the discipline panel with any information related to previously established infractions committed by the Respondent(s) of the policies of NWT Snowboard, Canada Snowboard, any other Member, or any other sport organization that had authority over the Respondent
  - e) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

## **Procedures**

44. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
45. If appropriate in the circumstances, the Case Manager will propose that the Parties use the *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 Reported 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.
46. The Case Manager, in cooperation with the discipline panel, will then decide the format under which the Reported complaint will be heard. This decision may not be appealed.
47. 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 discipline panel determines procedures and timelines, as well as a hearing duration, that is as expedient and cost-efficient as possible in order to ensure that costs to the Parties and NWT Snowboard are reasonable
  - b) 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
  - c) 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

- d) The Parties may engage a representative, advisor, translator, transcription services, or legal counsel at their own expense
- e) The discipline panel may request that any other individual participate and give evidence at the hearing
- f) If not a Party, NWT Snowboard shall be allowed to attend the hearing as an observer and will be provided with access to any documents submitted. With the permission of the discipline panel, NWT Snowboard may make submissions at the hearing or may provide the discipline panel with clarifying information that may be required for the panel to render its decision.<sup>13</sup>
- g) The discipline panel may exclude any evidence filed by the Parties that is unduly repetitious or otherwise an abuse of process. The discipline panel shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to any evidence filed by the Parties.
- h) Nothing is admissible in evidence at a hearing that:
  - i. would be inadmissible in a court by reason of any privilege under the law of evidence; or
  - ii. is inadmissible by any statute.
- i) Where a discipline panel composed of three members is appointed, the decision will be by a majority vote

48. 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.

49. The hearing may proceed if a Party chooses not to participate in the hearing.

50. 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 complaint, shall be permitted to participate in the proceedings as determined by the discipline panel and will be bound by the decision.

51. In fulfilling its duties, the discipline panel may obtain independent advice.

52. Facts established by a criminal court, by a civil court or by a professional disciplinary tribunal of competent jurisdiction shall be admissible as evidence within the disciplinary process, as allowable by applicable law.

## **Decision**

53. 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. If the discipline panel considers that an infraction has not occurred, the Reported complaint will be dismissed.

54. Within fourteen (14) days of the hearing's conclusion, the discipline panel's written decision, with reasons, will be distributed by the Case Manager to all Parties, the Independent Third Party, NWT Snowboard, and Canada Snowboard. In extraordinary circumstances, the discipline panel may first issue a verbal or summary

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<sup>13</sup> The purpose of this provision is not to provide Canada Snowboard or a Member with the possibility to try to influence whether a sanction is imposed and, if so, the duration or nature of the sanction. Instead, this provision is intended to provide Canada Snowboard or a Member with the possibility to provide the discipline panel with clarifying information when the parties have sought a particular sanction against an Individual, but they have misunderstood or misrepresented fundamental elements of the programming or membership structure (or other similar issues) and, if left unaddressed, could result in the discipline panel imposing a sanction that is unenforceable.

decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period.

55. Subject to Section 56 below, unless the matter involves a Vulnerable Participant, once the appeal deadline in the *Appeal Policy* has expired, NWT Snowboard shall publish the outcome of the case on their website. Publication shall be limited to the provision(s) of the relevant policies that have been violated, the name(s) of the Individual(s) involved and the sanction(s) imposed, if any. Additionally, where NWT Snowboard acts as the Complainant under Section 16 above, only NWT Snowboard, and not the original Complainant, shall be identified as an involved Individual. If the matter is appealed, the publication provisions in the *Appeal Policy* shall apply. Identifying information regarding Minors or Vulnerable Participants will never be published by NWT Snowboard.
56. If the discipline panel dismisses the Reported complaint, its decision may only be published with the Respondent's consent. If the Respondent does not provide such consent, the information referred to in Section 55 will be kept confidential by the Parties, the Case Manager, NWT Snowboard, and Canada Snowboard and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken pursuant to this Policy.
57. The discipline panel's decision will come into effect as of the date that it is rendered, unless decided otherwise by the discipline panel. The discipline panel's decision will apply automatically to and must be respected by NWT Snowboard and any Individuals involved.
58. The Case Manager shall communicate decisions rendered pursuant to this Policy to NWT Snowboard, the Parties, the Independent Third Party, and to Canada Snowboard. Subject to Section 55, decisions shall be considered confidential, unless the discipline panel orders otherwise. Records of all decisions will be maintained by NWT Snowboard and Canada Snowboard in accordance with their respective privacy policies.
59. When the discipline panel imposes a sanction, the decision shall include, at a minimum, the following details:
  - a) Jurisdiction;
  - b) Summary of the facts and relevant evidence;
  - c) Where applicable, the specific provision(s) of NWT Snowboard's policies, bylaws, rules or regulations that have been breached;
  - d) Which Party or organization is responsible for the costs of implementing any sanction;
  - e) Which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;
  - f) Any reinstatement conditions that the Respondent must satisfy (if any);
  - g) Which organization is responsible for ensuring that the conditions have been satisfied; and,

- h) Any other guidance that will assist the Parties to implement the discipline panel's decision.

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

### **Sanctions**

60. When determining the appropriate sanction, the discipline panel will consider the following factors (where applicable):

- a) The nature and duration of the Respondent's relationship with the Complainant, including whether there is a power imbalance;
- b) The Respondent's prior history and any pattern of misconduct, Prohibited Behaviour or Maltreatment;
- c) The respective ages of the individuals involved;
- d) Whether the Respondent poses an ongoing and/or potential threat to the safety of others;
- e) The Respondent's voluntary admission of the offense(s), acceptance of responsibility for the misconduct, Prohibited Behaviour or Maltreatment, and/or cooperation in the investigative and/or disciplinary process;
- f) Real or perceived impact of the incident on the Complainant, NWT Snowboard, Canada Snowboard or the snowboarding community;
- g) Circumstances specific to the Respondent being sanctioned (e.g. lack of appropriate knowledge or training regarding the requirements in the *Code of Conduct and Ethics*; addiction; disability; illness);
- h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
- i) A Respondent who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
- j) Other mitigating or aggravating circumstances.

61. Any sanction imposed must be proportionate and reasonable. However, progressive discipline is not required, and a single incident of Prohibited Behaviour, Maltreatment or other misconduct may justify elevated or combined sanctions.

62. The discipline panel may apply the following disciplinary sanctions, singularly or in combination:

- a) **Verbal or Written Warning** - A verbal reprimand or an official, written notice that an Individual has violated the *Code of Conduct and Ethics* or other policy and that more severe sanctions will result should the Individual be involved in other violations
- b) **Education** - The requirement that an Individual undertake specified educational or similar remedial measures to address the violation(s) of the *Code of Conduct and Ethics* or the UCCMS or other policy
- c) **Probation** - Should any further violations of the *Code of Conduct and Ethics* or the UCCMS or other policy occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period
- d) **Suspension** - Suspension, either for a set time or until further notice, from participation, in any capacity, in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of NWT Snowboard. A suspended Individual may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the Individual satisfying specific conditions noted at the time of suspension
- e) **Eligibility Restrictions** - Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions
- f) **Permanent Ineligibility** - Ineligibility to participate in any capacity in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of NWT Snowboard
- g) **Other Discretionary Sanctions** - Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate

63. The discipline panel may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed Maltreatment:

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

64. An Individual's conviction for certain *Criminal Code* offenses involving harmful conduct shall carry a presumptive sanction of permanent ineligibility from participating in the activities of NWT Snowboard. Such *Criminal Code* offences may include, but are not limited to:

- a) Any child pornography offences

- b) Any sexual offences
- c) Any offence of physical violence

65. When imposing sanctions under this Policy, the discipline panel may take into account any previously established infractions committed by the Respondent(s) of the disciplinary policies of NWT Snowboard, Canada Snowboard, any other Member, or any other sport organization that had authority over the Respondent.
66. Failure to comply with a sanction as determined by the Discipline Panel will result in an automatic suspension from participation in the activities of NWT Snowboard until such time as compliance occurs.
67. Records of all decisions will be maintained by NWT Snowboard. NWT Snowboard will submit all records to Canada Snowboard. Such records shall be retained and discarded in accordance with the relevant and applicable privacy legislation.

### **OSIC Sanction**

68. NWT Snowboard acknowledges the obligation of Canada Snowboard, as a Program Signatory to the OSIC, to ensure that any sanctions or measures imposed by the OSIC's Director of Sanctions and Outcomes will be implemented and respected within Canada Snowboard's jurisdiction (including at the provincial, territorial and club level), once Canada Snowboard receives appropriate notice of any sanction or measure from the OSIC and communicates the same to NWT Snowboard.

### **Appeals**

69. The decision of the discipline panel may be appealed in accordance with the *Appeal Policy*.

### **Confidentiality**

70. The discipline and complaints process is confidential and involves only NWT Snowboard (Andrew Goodwin and relevant staff as determined by Andrew Goodwin), the Parties, the Independent Third Party, the investigator (if one is appointed), the Case Manager, the Complaint Resolution Officer, the discipline panel, and any independent advisors to the discipline panel, as well as Canada Snowboard (as applicable).
71. None of the Parties (or their representatives or witnesses) or organizations referred to in Section 70 will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings, unless NWT Snowboard (or Canada Snowboard, as applicable) is required to notify an organization such as an international federation, Sport Canada or other sport organization (i.e., where a Provisional Suspension or interim measures have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
72. Any failure to respect the aforementioned confidentiality requirement may result in further sanctions or discipline by the Complaint Resolution Officer or discipline panel (as applicable) against the Party(ies) in breach.

## **Timelines**

73. If the circumstances of the Reported complaint are such that adhering to the timelines outlined by this Policy will not allow a just resolution to the complaint, the discipline panel may direct that these timelines be revised.

## **Privacy**

74. The collection, use and disclosure of any personal information pursuant to this Policy is subject to NWT Snowboard's usual policies and practices regarding private and/or confidential information.

75. NWT Snowboard, or any of its delegates pursuant to this Policy (i.e., Independent Third Party, Complaints Resolution Officer, Case Manager, discipline panel), shall comply with NWT Snowboard's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

## NWT SNOWBOARD

### INVESTIGATIONS POLICY – DISCRIMINATION, HARASSMENT, MALTREATMENT AND PROHIBITED BEHAVIOUR

Effective date	[DATE]
Archived date	-
Date last reviewed	[DATE]
Scheduled review date	[DATE]
Replaces and/or amends	NWT Snowboard Discipline and Complaints Policy, Appendix A - Investigation Procedure approved April 28, 2021]
Approved by and date	NWT Snowboard Board of Directors, [DATE]
Appendix(-ces) to this Policy	-

#### Purpose

1. The purpose of this Policy is to address how investigations will be conducted when necessary and as determined by the Independent Third Party pursuant to the *Discipline and Complaints Policy*.
2. Investigations shall only be conducted when the Independent Third Party considers that there is a need for an independent assessment to determine whether an allegation (or, where there are several allegations, which allegations), should be heard by a discipline panel pursuant to the *Discipline and Complaints Policy* because they constitute, if found to be true, a likely breach of the *Code of Conduct and Ethics*, the *Social Media Policy*, the *Athlete Protection Policy*, or any other relevant and applicable NWT Snowboard <sup>14</sup> policy, or whether the allegation(s) are frivolous, vexatious or made in bad faith.

#### Investigation

3. The Independent Third Party shall appoint the investigator, taking into consideration the financial resources of NWT Snowboard.
4. The investigator must be an independent third-party with training or investigation experience. 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 or Workplace Violence may apply to the investigation if Harassment/Violence was directed toward a worker in a Workplace. The investigator should review workplace safety legislation, the organization's policies for human resources, and/or consult independent experts to determine whether legislation applies to the Reported 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:

<sup>14</sup> A separate document with term definitions that apply to all NWT Snowboard is found online and in the NWT Snowboard Safe Sport Policy Manual.

- a) Interviews with the Complainant(s);
- b) Witness interviews; and
- c) Interviews with the Respondent(s).

## Investigator's Report

7. Upon completion of their investigation, the investigator shall prepare a report that includes a summary of evidence from the Parties and any witnesses interviewed. The report shall include an executive summary, which NWT Snowboard may share separately from the full report with the Parties.
8. The investigator's report shall contain a non-binding opinion regarding whether an allegation (or, where there are several allegations, which allegations) should be heard by a discipline panel pursuant to the *Discipline and Complaints Policy* because they constitute a likely breach of the *Code of Conduct and Ethics*, the *Social Media Policy*, the *Athlete Protection Policy*, or any other relevant and applicable NWT Snowboard policy, or whether the allegation(s) are frivolous, vexatious or made in bad faith.<sup>15</sup> The investigator may also make non-binding recommendations regarding the appropriate next steps (i.e., mediation, disciplinary procedures, further review or investigation).
9. Where necessary to protect the identity of any person that participated in the investigation, the investigator may redact names and anonymize any witness testimony that may result in the identification of the individual.
10. The investigator's report will be provided to the Independent Third Party who will disclose it to NWT Snowboard, which may disclose, at its discretion, either the full report or only the executive summary to the Parties. If necessary, and at the discretion of the Independent Third Party, other relevant Parties may be provided with an executive summary of the investigator's findings. Canada Snowboard will be provided with a copy of the investigator's full report if the investigation has been conducted under the authority of NWT Snowboard; however, Canada Snowboard shall not disclose the report to any third party without NWT Snowboard's express written consent.
11. The investigator's report shall be used for the purposes described in this Policy and in Section 25 of the *Discipline and Complaints Policy*.
12. The investigation report and any executive summary shall remain confidential once disclosed to NWT Snowboard, Canada Snowboard, the Complainant and Respondent or any other relevant party. Any failure to respect this provision may be subject to a complaint and disciplinary measures being taken pursuant to the *Discipline and Complaints Policy*.
13. Should the investigator find that there are possible instances of offence under the *Criminal Code*, particularly related to Criminal Harassment (or Stalking), Uttering Threats, Assault, Sexual

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<sup>15</sup> As indicated in the Sport Dispute Resolution Centre of Canada's Investigation Guidelines, a Reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the investigator must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead.

Interference, or Sexual Exploitation, the investigator shall advise the Complainant or NWT Snowboard to refer the matter to police.

14. The investigator must also inform NWT Snowboard of any findings of criminal activity. NWT Snowboard may decide whether to report such findings to police but are required to inform the police if there are findings related to the trafficking of Prohibited Substances or Methods (as indicated in the version of the World Anti-Doping Agency's Prohibited List currently in force), any sexual crime involving Minors, or any suspected abuse of a Minor, fraud against NWT Snowboard, or other offences where the lack of reporting would bring NWT Snowboard into disrepute.

### **Reprisal and Retaliation**

15. An Individual who Reports a complaint to the Independent Third Party or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group. Any such conduct may constitute Prohibited Behaviour and will be subject to disciplinary proceedings pursuant to the *Discipline and Complaints Policy*.

### **False Allegations**

16. An Individual who submits allegations that the investigator determines to be malicious, false or for the purpose of retribution, retaliation or vengeance (or that otherwise fall within the definition of Prohibited Behaviour) may be subject to a complaint under the terms of the *Discipline and Complaints Policy*. The investigator may recommend to NWT Snowboard that the Individual be required to pay for the costs of any investigation that comes to this conclusion. Any Individual who is liable to pay for such costs shall be automatically deemed to be not in good standing until the costs are paid in full and shall be prohibited from participating in any NWT Snowboard Events, activities or business. NWT Snowboard, or the Individual against whom the allegations were submitted, may act as the Complainant with respect to making a complaint pursuant to this Section 16.

### **Confidentiality**

17. The investigator will protect confidentiality to the extent possible and shall only share information on a need-to-know basis. However, the investigator may need to share information in order to ensure that natural justice has been served.

### **Privacy**

18. The collection, use and disclosure of any personal information pursuant to this Policy is NWT Snowboard's usual policies and practices regarding private and/or confidential information.
19. NWT Snowboard or any of its delegates pursuant to this Policy (i.e., Independent Third Party, the investigator), shall comply with NWT Snowboard's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.



<b>NWT SNOWBOARD</b>	
<b>DISPUTE RESOLUTION POLICY</b>	

Effective date	[DATE]
Archived date	-
Date last reviewed	[DATE]
Scheduled review date	[DATE]
Replaces and/or amends	NWT Snowboard Dispute Resolution Policy approved April 28, 2021 ]
Approved by and date	NWT Snowboard of Directors, [DATE]
Appendix(-ces) to this Policy	-

**Purpose**

1. NWT Snowboard <sup>16</sup> supports Individuals in seeking to resolve their own conflicts and recognize that, in many cases, disputes can be resolved directly and quickly in an informal way. In situations where direct action by Individuals may be inappropriate or unsuccessful, NWT Snowboard supports the principles of Alternate Dispute Resolution (ADR) to resolve disputes, which can be achieved through negotiation, facilitation, and mediation. ADR avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
2. NWT Snowboard encourages all Individuals to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences. NWT Snowboard believes that negotiated settlements are most often preferable to arbitrated outcomes. Negotiated resolutions to disputes with and among Individuals are strongly encouraged.

**Application of this Policy**

3. This Policy applies to all Individuals.
4. Opportunities for ADR 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**

5. If all Parties to a dispute agree to ADR, a mediator or facilitator, acceptable to all Parties, shall be appointed to mediate or facilitate the dispute. The costs of the mediation or facilitation shall be borne by the Parties, unless agreed to otherwise with NWT Snowboard.
6. Where Canada Snowboard is involved in the matter, it may, upon agreement of the Parties, refer the matter for mediation using the mediation services of the SDRCC.

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<sup>16</sup> A separate document with term definitions that apply to all NWT Snowboard Policy is found online and in the NWT Snowboard Safe Sport Policy Manual.

7. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and may, if they consider it appropriate, specify a deadline before which the Parties must reach a negotiated decision.
8. Should a negotiated settlement be reached, the settlement shall be reported to NWT Snowboard. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated settlement. Where NWT Snowboard may be required to implement any part of a negotiated settlement, it shall become a Party to the mediation or it shall be given the opportunity to approve the negotiated settlement, but only with respect to aspects of the settlement that it may be required to implement.
9. Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator at the start of the process (if set), or if the Parties to the dispute do not agree to ADR, the dispute shall be considered under the appropriate section of the *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.

### **Final and Binding**

10. Any negotiated settlement will be binding on the Parties and shall, unless the Parties decide otherwise, remain confidential and will be protected by NWT Snowboard's usual policies and practices regarding private and/or confidential information. Negotiated settlements may not be appealed.
11. No action or legal proceeding will be commenced against NWT Snowboard in respect of a dispute, unless NWT Snowboard has refused or failed to provide or abide by the dispute resolution processes set out in its governing documents.

### **Privacy**

12. The collection, use and disclosure of any personal information pursuant to this Policy is subject to NWT Snowboard's usual policies and practices regarding private and/or confidential information.
13. NWT Snowboard or any of its delegates pursuant to this Policy shall comply with NWT Snowboard's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

## NWT SNOWBOARD

### APPEAL POLICY

Effective date	[DATE]
Archived date	-
Date last reviewed	[DATE]
Scheduled review date	[DATE]
Replaces and/or amends	NWT Snowboard Appeal Policy approved June 18, 2019]
Approved by and date	NWT Snowboard Board of Directors, [DATE]
Appendix(-ces) to this Policy	-

#### Purpose

1. This Policy provides Individuals with a fair, affordable, and expedient appeal process.

#### Scope and Application of this Policy

2. This Policy applies to all Individuals. However, it does not apply to appeals of decisions that were managed by the OSIC, which shall be handled in accordance with the policies and procedures of the OSIC or the Director of Sanctions and Outcomes, as applicable.
3. Subject to Section 2, any Individual who is affected by a decision taken by NWT Snowboard <sup>17</sup> specifically with regard to that Individual, including a decision by the Board, by any Committee of the Board, or by any body or individual within NWT Snowboard who has been delegated authority to make decisions in accordance with NWT Snowboard's bylaws and governance policies (as applicable), shall have the right to appeal that decision provided that it is a decision that is subject to appeal pursuant to Section 4 of this Policy, that the conditions indicated in Sections 6 or 7 of this Policy (as applicable) have been satisfied, and provided that there are sufficient grounds for the appeal pursuant to Section 8 of this Policy.
4. This Policy **will apply** to decisions relating to:
  - a) eligibility
  - b) NWT Snowboard team selection decisions
  - c) conflict of interest
  - d) disciplinary decisions made pursuant to NWT Snowboard's relevant and applicable policies
  - e) membership
5. This Policy **will not apply** to the following decisions relating to:
  - a) Reported complaints that were managed by the OSIC;
  - b) Matters of general application such as amendments to the NWT Snowboard's bylaws;
  - c) NWT Snowboard's operational structure and committee appointments;

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<sup>17</sup> A separate document with term definitions that apply to all NWT Snowboard Policy is found online and in the NWT Snowboard Safe Sport Policy Manual.

- d) Issues of budgets and budget implementation;
- e) Employment matters or matters of operational structure or staffing or volunteer leadership opportunities;
- f) Except as otherwise provided for in this Policy, decisions made by organizations other than NWT Snowboard, such as Canada Snowboard, the Canadian Olympic Committee (COC), the Canadian Paralympic Committee (CPC), U Sports, the International Olympic Committee (IOC), the International Paralympic Committee (IPC), World Snowboarding or the Fédération Internationale du Sport Universitaire (FISU), or any other governing body;
- g) Selection criteria, quotas, policies and procedures established by entities other than NWT Snowboard;
- h) Substance, content and establishment of team selection criteria;
- i) The Athlete Assistance Program (AAP) policies and procedures established by Sport Canada (or the Northwest Territories equivalent);
- j) Policy and procedures established by any other agency, association or organization external to NWT Snowboard;
- k) Infractions for doping offences, which are dealt with pursuant to the Canadian Anti-Doping Program, by the Canadian Centre for Ethics in Sport and the International Ski and Snowboard Federation (FIS);
- l) Contractual matters between NWT Snowboard and its staff or Members for which another dispute resolution process exists under the provisions of the applicable contract; or
- m) Settlements negotiated pursuant to the *Dispute Resolution 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 to Andrew Goodwin the following:
  - a) Notice of the intention to appeal
  - b) Their contact information
  - 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 the decision if a written document is not available
  - f) Grounds and detailed reasons for the appeal
  - g) All evidence that supports these grounds
  - h) Requested remedy or remedies
  - i) An administration fee of five hundred dollars (\$500) OR AS DETERMINED BY NWT Snowboard, which will be refunded if the appeal is upheld
  
7. An Individual who wishes to initiate an appeal beyond the seven (7) day period may only do so if exceptional circumstances prevented them from filing their appeal within the deadline indicated in Section 6 above. Any such Individual must provide a written request stating the reasons for which they are seeking an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Appeal Manager.

## **Grounds for Appeal**

8. A decision cannot be appealed on its merits alone or because an Individual (or Individuals) do not like or agree with a decision. 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); or
  - d) Made a decision that was grossly unreasonable or unfair.
9. The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in Section 8 of this Policy and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

## **Submitting an Appeal**

### **Complaint Resolution Officer Decision**

10. A decision made by NWT Snowboard's Complaint Resolution Officer following a request for reconsideration by one of the Parties pursuant to the *Discipline and Complaints Policy* may be appealed before NWT Snowboard's appeal panel in accordance with the terms of this Policy.
11. NWT Snowboard shall appoint an Appeal Manager and shall follow the process outlined in Sections 17 and following of this Policy, modified and applied accordingly based on the circumstances.

### **Discipline Panel Decision**

12. A decision made by NWT Snowboard's discipline panel pursuant to the *Discipline and Complaints Policy* may be appealed before NWT Snowboard's appeal panel in accordance with the terms of this Policy.
13. NWT Snowboard shall appoint an Appeal Manager and shall follow the process outlined in Sections 17 and following of this Policy, modified and applied accordingly based on the circumstances.
14. Any decision by NWT Snowboard's appeal panel in relation to an appeal filed pursuant to Sections 10 and 12 above shall be final and shall not be subject to any further appeal before the SDRCC, unless the original Parties to the appeal seize the SDRCC on a fee-for-service basis.

### **Other decisions**

15. Any other NWT Snowboard decision relating to the matters indicated in Section 4 above may be appealed in accordance with Sections 17 and following of this Policy. NWT Snowboard decisions

relating to the matters indicated in Sections 4(a)-(c) and (e) may be appealed in accordance with Sections 17 and following of this Policy, modified and applied accordingly based on the circumstances. Member decisions relating to the matters indicated in Section 4(d) may be heard as indicated in Sections 10-14. Where NWT Snowboard was not the decision-maker in any of the decisions made pursuant to Section 4, it shall have a right of appeal and may appeal the decision in accordance with this Policy.

16. NWT Snowboard (as applicable) shall appoint an Appeal Manager and shall follow the process outlined in Sections 17 and following of this Policy, modified and applied accordingly based on the circumstances.

### **Dispute Resolution**

17. For appeals filed pursuant to Sections 10, 12 and 15 the Parties may first attempt to resolve the appeal through the *Dispute Resolution Policy* once the notice of the appeal, the fee, and the information required pursuant to Section 6 has been received.

### **Screening of Appeal**

18. Should the appeal not be resolved by using the *Dispute Resolution Policy*, NWT Snowboard will appoint an independent Appeal Manager (who must not be in a conflict of interest or have any direct relationship with the Parties) who has the following responsibilities:
- a) To determine if the appeal falls under the scope of this Policy (Sections 2-5)
  - b) To determine if the appeal was submitted in a timely manner (Sections 6 and 7)
  - c) To decide whether there are sufficient grounds for the appeal (Section 8)
19. If the Appeal Manager denies the appeal 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.
20. If the Appeal Manager accepts an appeal because it falls under the scope of this Policy, there are sufficient grounds and it was submitted in a timely manner, the Appeal Manager will notify the Parties of their decision in writing and will follow the steps described hereunder.

### **Appointment of Appeal Panel**

21. If an appeal is accepted, the Appeal Manager will appoint an appeal panel which shall consist of a single member to hear the appeal. However, at the discretion of the Appeal Manager, an appeal panel composed of three members may be appointed to hear the appeal. In this event, the Appeal Manager will appoint one of the panel's members to serve as the chair.
22. When appointing the appeal panel, the Appeal Manager must select individuals who are impartial, free from any real or perceived conflict of interest (and who shall remain so until a final decision has been rendered or the proceedings have otherwise finally terminated), and who do not have any direct relationship with any of the Parties. Although not a strict requirement, the Appeal Manager should attempt to appoint individuals to the appeal panel who have a legal background and who

understand the sport of snowboarding. When justified by the circumstances, the Appeal Manager may appoint individuals to the appeal panel who have specific areas of expertise that would assist in resolving the matter.

### **Determination of Affected Parties**

23. In order to confirm the identification of any Affected Parties, the Appeal Manager will engage NWT Snowboard. The Appeal Manager may determine whether a Party is an Affected Party in their sole discretion.

### **Procedure for Appeal Hearing**

24. The Appeal Manager shall notify the Parties that the appeal will be heard. The Appeal Manager, in collaboration with the appeal panel, shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Appeal Manager and may not be appealed.

25. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.

26. 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, a hearing based on documentary submissions alone, or a combination of these methods. The hearing will be governed by the procedures that the Appeal Manager and the appeal panel deem appropriate in the circumstances, provided that:

- a) The hearing will be held in a timely manner within a timeline determined by the Appeal Manager
- b) The Parties will be given reasonable notice of the day, time and place of an oral in-person hearing or oral hearing by telephone or electronic communications.
- c) Copies of any written documents which the Parties wish to have the appeal panel consider will be provided to all Parties in advance of the hearing
- d) The Parties may be accompanied by a representative, advisor, translator, transcription services, or legal counsel at their own expense
- e) The appeal panel may request that any other individual participate and give evidence at an oral in-person hearing or oral hearing by telephone or electronic communications.
- f) The appeal panel may exclude any evidence filed by the Parties that is unduly repetitious or otherwise an abuse of process. The appeal panel shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to any evidence filed by the Parties
- g) Nothing is admissible in evidence at a hearing that:
  - i. would be inadmissible in a court by reason of any privilege under the law of evidence; or
  - ii. is inadmissible by any statute.
- h) Any Affected Party shall be permitted to make submissions and file evidence before the appeal panel. The appeal panel's decision is binding on any Affected Party
- i) The decision to uphold or reject the appeal will be by a majority vote of the appeal panel members, except in cases where the panel consists of a single member

27. In fulfilling its duties, the appeal panel may obtain independent advice.

## Appeal Decision

28. The appeal panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the appeal panel will have no greater authority than that of the original decision-maker. The appeal panel may decide to:
- a) Reject the appeal and confirm the decision being appealed
  - b) Uphold the appeal, in whole or in part, and refer the matter back to the initial decision-maker for a new decision
  - c) Uphold the appeal, in whole or in part, and vary the decision
  - d) Determine whether costs of the appeal, excluding legal fees and legal disbursements of any Parties, may be assessed against any Party. In assessing costs, the appeal panel will take into account the nature and amount of the costs, the outcome of the appeal, the conduct of the Parties, and the Parties' respective financial resources
29. The appeal panel's written decision, with reasons, will be distributed to all Parties, the Appeal Manager, and NWT Snowboard and Canada Snowboard. In extraordinary circumstances, the appeal panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter.
30. Subject to Section 31 below, unless the matter involves a Vulnerable Participant, once the deadline to appeal to the SDRCC (where applicable), as indicated in the Canadian Sport Dispute Resolution Code, has expired, NWT Snowboard shall publish the outcome of the appeal on their website. Publication shall be limited to, where applicable, the provision(s) of any relevant policies that have been violated, the name(s) of the Individual(s) involved, the sanction(s) or order imposed, if any. Additionally, where NWT Snowboard acts as the Complainant under Section 16 of the *Discipline and Complaints Policy* and any decision issued pursuant to that Policy is appealed, only NWT Snowboard, and not the original Complainant, shall be identified as an involved Individual. Identifying information regarding Minors or Vulnerable Participants will never be published by NWT Snowboard.
31. If the appeal panel dismisses the appeal, the decision may only be published, as provided for in Section 30, with the Respondent's consent. If the Respondent does not provide such consent, the decision will be kept confidential by the Parties, the Appeal Manager, NWT Snowboard and Canada Snowboard, and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken pursuant to this Policy.
32. Other individuals or organizations, including but not limited to, other Members, shall be advised of the outcome of any decisions rendered in accordance with this Policy.
33. Any decision rendered pursuant to this Policy shall apply automatically to and must be respected by NWT Snowboard and any Individuals involved.
34. Records of all decisions will be maintained by NWT Snowboard and Canada Snowboard in accordance with their respective privacy policies.
35. Subject to Section 14 above, the appeal panel's decision is final and binding on the Parties.

## **Timelines**

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

## **Confidentiality**

37. The appeals process is confidential and involves only the Parties, the Appeal Manager, the appeal 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.
38. Any failure to respect the aforementioned confidentiality requirement may result in disciplinary action being taken against the Individual(s) in accordance with NWT Snowboard's relevant and applicable policies.

## **Final and Binding**

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

## **Privacy**

40. The collection, use and disclosure of any personal information pursuant to this Policy is subject to NWT Snowboard's usual policies and practices regarding private and/or confidential information.
41. NWT Snowboard or any of its delegates pursuant to this Policy (i.e., Appeal Manager, appeal panel) shall comply with NWT Snowboard's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

**NWT SNOWBOARD**  
**SOCIAL MEDIA POLICY**

Effective date	[DATE]
Archived date	-
Date last reviewed	[DATE]
Scheduled review date	[DATE]
Replaces and/or amends	[AS APPLICABLE]
Approved by and date	NWT Snowboard Board of Directors, [DATE]
Appendix(-ces) to this Policy	-

**Preamble**

1. NWT Snowboard <sup>18</sup> is aware that Individual interaction and communication occurs frequently on social media. NWT Snowboard cautions Individuals that any conduct falling short of the standard of behaviour required by this Policy and the *Code of Conduct and Ethics* may be subject to the disciplinary sanctions identified within the *Discipline and Complaints Policy*.

**Application of this Policy**

2. This Policy applies to all Individuals and to NWT Snowboard.

**Conduct and Behaviour**

3. For the avoidance of doubt, the following social media conduct may be subject to disciplinary action in accordance with the *Discipline and Complaints Policy*:
  - a) Posting a disrespectful, hateful, harmful, disparaging, insulting, or otherwise negative comment on a social medium that is directed at an Individual, NWT Snowboard, Canada Snowboard or another Member, or at other individuals connected with NWT Snowboard or Canada Snowboard or its Members
  - 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, NWT Snowboard, Canada Snowboard or another Member, or at other individuals connected with NWT Snowboard or Canada Snowboard or its Members
  - 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 NWT Snowboard, Canada Snowboard or its Members, their stakeholders or their reputation
  - d) Inappropriate personal or sexual relationships over a social medium between Individuals who have a Power Imbalance in their interactions, such as between Athletes and coaches, Directors and Officers, Committee members and staff, officials and Athletes, etc.

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<sup>18</sup> A separate document with term definitions that apply to all NWT Snowboard Policy is found online and in the NWT Snowboard Safe Sport Policy Manual.

- e) Any instance of cyber-bullying or cyber-harassment between one Individual and another Individual, 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 or unwelcome behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour.
4. All conduct and behaviour occurring on social media may be Reported pursuant to the *Discipline and Complaints Policy*.

### **Individuals' Responsibilities**

- 5. Individuals acknowledge that their social media activity may be viewable and viewed by anyone, including NWT Snowboard, Canada Snowboard, or other Members or Individuals.
- 6. If NWT Snowboard 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 NWT Snowboard to cease this engagement.
- 7. When using social media, an Individual must model appropriate behaviour befitting the Individual's role and status in connection with NWT Snowboard.
- 8. Removing content from social media after it has been posted (either publicly or privately) does not excuse the Individual from being subject to the *Discipline and Complaints Policy*.
- 9. An Individual who believes that another Individual's social media activity is inappropriate or may violate the policies and procedures of NWT Snowboard should Report the matter in the manner outlined by the *Discipline and Complaints Policy*.

### **Privacy**

- 10. The collection, use and disclosure of any personal information pursuant to this Policy is subject to NWT Snowboard's usual policies and practices regarding private and/or confidential information.

<p><b>NWT SNOWBOARD</b></p> <p><b>SCREENING POLICY</b></p>
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Effective date	[DATE]
Archived date	-
Date last reviewed	[DATE]
Scheduled review date	[DATE]
Replaces and/or amends	NWT Snowboard Screening Policy approved September 20, 2022]
Approved by and date	NWT Snowboard Board of Directors, [DATE]
Appendix(-ces) to this Policy	Appendix A – Screening Requirements Matrix

**Preamble**

1. NWT Snowboard <sup>19</sup> understands that screening personnel and volunteers is a vital part of providing a safe sporting environment and has become a common practice amongst sport organizations that provide programs and services to the Canadian sport community, and specifically within snowboarding clubs and associations.

**Application of this Policy**

2. This Policy applies to all individuals whose position with NWT Snowboard is one of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Participants.
3. Not all individuals associated with NWT Snowboard will be required to obtain a criminal record check or submit screening documents because not all positions pose a risk of harm to NWT Snowboard or participants. Individuals will be subject to the screening requirements described in the Screening Requirements Matrix found in **Appendix A** of this Policy and shall comply with the screening application requirements as detailed therein. For information on how to obtain an E-PIC or a VSC, please consult the NWT Snowboard Safe Sport webpage.

**Screening Committee**

4. The implementation of this Policy is the responsibility of an independent individual appointed by NWT Snowboard that will function as the Screening Committee for all screening applications received pursuant to this Policy. This independent individual (hereinafter referred to as the “Screening Committee”) will possess the requisite skills, knowledge and abilities to accurately assess screening documents and to render decisions under this Policy.
5. The Screening Committee will carry out its duties in accordance with the terms of this Policy.
6. The Screening Committee is responsible for reviewing all documents submitted with a screening

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<sup>19</sup> A separate document with term definitions that apply to all NWT Snowboard Policy is found online and in the NWT Snowboard Safe Sport Policy Manual.

application and, based on the review, making decisions regarding the related appropriateness of individuals filling positions within NWT Snowboard. 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.

## Screening Requirements

7. A Screening Requirements Matrix is provided as **Appendix A**. All individuals must comply with the requirements detailed therein when first engaged by NWT Snowboard and shall respect the renewal requirements indicated in Section 21 below.
8. If an individual subsequently receives a charge, conviction for, or is found guilty of an offense they will report this circumstance immediately to NWT Snowboard. Additionally, the individual will inform the relevant organization of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.
9. If NWT Snowboard learns that an individual has provided false, inaccurate, or misleading information, the individual will immediately be removed from their position and may be subject to further discipline in accordance with the *Discipline and Complaints Policy*.

## Procedure

10. Individuals must submit the screening documents indicated in Appendix A, according to the category in which they fall, to the Screening Committee. If an individual is uncertain of which category they fall into, they may contact NWT Snowboard for assistance. Any information submitted shall be subject to NWT Snowboard's usual policies and practices regarding private and/or confidential information, will only be viewed on a need-to-know basis, and will be protected in accordance with the relevant and applicable privacy legislation.
11. An individual who refuses or fails to provide the necessary screening documents, or makes an incomplete application, will be ineligible for the position sought. The individual will be informed by the Screening Committee that their application and/or position will not proceed until such time as the screening documents are submitted.
12. NWT Snowboard understands that there may be delays in receiving the results of an E-PIC or a VSC. At its discretion, the organization may permit the individual to participate in the role during the delay, provided that the individual demonstrates that they have initiated the E-PIC or VSC application process. This permission may be withdrawn at any time and for any reason.
13. NWT Snowboard recognizes that different information will be available depending on the type of screening document that the individual has submitted. For example, an E-PIC may show details of a specific offense, or not, and/or a VSC may be returned with specific information or simply a notification indicating 'cleared' or 'not cleared'. The Screening Committee will use its expertise and discretion when making decisions based on the screening documents that have been submitted.
14. The Screening Committee will review all Level 1 and Level 2 screening applications, including any

supporting documents and shall make a decision as indicated in Section 15 below. For Level 3 screening applications, the Screening Committee will only review cases where the individual has made a declaration in their declaration form that may impact whether they can participate in the desired position.

15. Following the review of any Level 1 and Level 2 screening applications, the Screening Committee will decide whether:
  - a) The individual has passed screening and may participate in the desired position;
  - b) The individual has passed screening and may participate in the desired position with conditions;
  - c) The individual has not passed screening and may not participate in the desired position; or
  - d) More information is required from the individual.
16. In making its decision, and where relevant, the Screening Committee will consider the type of offense, date of offense, and relevance of the offense to the position sought.
17. The Screening Committee must decide that an individual has not passed screening if the screening documentation reveals any of the following:
  - a) If imposed in the last three years:
    - i. Any offense involving the use of a motor vehicle that constitutes an offence of the Criminal Code
    - ii. Any offense of assault, physical or psychological violence
    - iii. Any offense for trafficking and/or possession of drugs and/or narcotics
    - iv. Any offense involving conduct against public morals
    - v. Any offense involving theft or fraud
  - b) If imposed at any time:
    - i. Any offense involving a Minor or Minors
    - ii. Any offense involving the possession, distribution, or sale of any child-related pornography
    - iii. Any sexual offense

## Conditions and Monitoring

18. 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.

## Young People

19. When screening Minors, NWT Snowboard will:
  - a) Not require the Minor to obtain a VSC or E-PIC; and
  - b) In lieu of obtaining a VSC or E-PIC, require the Minor to submit up to two (2) additional references.
20. Notwithstanding the above, NWT Snowboard may ask a Minor to obtain a VSC or E-PIC if the organization suspects the Minor has an adult conviction and therefore has a criminal record. In

these circumstances, the organization will be clear in its request that it is not asking for the Minor's youth record. NWT Snowboard understands that they may not request to see a Minor's youth record.

## **Renewal**

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

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

23. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at the discretion of NWT Snowboard.
24. Orientation may include, but is not limited to: introductory presentations, facility tours, safe sport policy training, 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.
25. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
26. 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.
27. Monitoring may include but is not limited to: written or oral reports, observations, evaluations, tracking, electronic surveillance, and site visits.

## **Records**

28. 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. This includes protecting all records in accordance with the relevant and applicable privacy legislation.
29. The records kept as part of the screening process include but are not limited to:
  - a) An individual's Vulnerable Sector Check
  - b) An individual's E-PIC (for a period of three years)

- c) An individual's Screening Disclosure Form (for a period of three years)
- d) An individual's Screening Renewal Form (for a period of one year)
- e) Records of any conditions attached to an individual's registration by the Screening Committee
- f) Records of any discipline applied to any individual by NWT Snowboard, Canada Snowboard, by another Member, or by another sport organization

## **Privacy**

30. The collection, use and disclosure of any personal information pursuant to this Policy is subject to NWT Snowboard's usual policies and practices regarding private and/or confidential information.
31. NWT Snowboard or any of its delegates pursuant to this Policy (i.e., Screening Committee) shall comply with NWT Snowboard's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

## Appendix A – Screening Requirements Matrix

	Description	Requirements	Examples
<b>Level 1</b>	Individual that holds a decision-making position, involved in high risk assignments, occupies position of trust and/or authority, has a supervisory role, directs others, involved with finances, and who have frequent or unsupervised access to Vulnerable Participants	<ul style="list-style-type: none"> <li>- Complete an Application Form</li> <li>- Complete a Screening Disclosure Form</li> <li>- Complete and provide a VSC</li> <li>- Provide one reference related to the position</li> <li>- Participate in training, orientation, and monitoring as determined by the organization</li> <li>- Provide a driver's abstract, if requested</li> </ul>	Organizational staff, Case Managers, full-time coaches, coaches that travel with athletes, coaches that could be alone with athletes
<b>Level 2</b>	Athletes and individuals with direct athlete contact, individuals involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to Vulnerable Participants	<ul style="list-style-type: none"> <li>- Complete an Application Form</li> <li>- Complete a Screening Disclosure Form</li> <li>- Complete and provide an E-PIC</li> <li>- Provide one reference related to the position</li> <li>- Participate in training, orientation, and monitoring as determined by the organization</li> <li>- Provide a driver's abstract, if requested and relevant to the position</li> </ul>	Athletes, coaches, training staff, Athlete support personnel, Non-coach employees or managers, Directors, Coaches who are typically under the supervision of another coach, officials, Event organizing committee
<b>Level 3</b>	Individuals with no direct contact with athletes, 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 Participants	<ul style="list-style-type: none"> <li>- Complete an Application Form</li> <li>- Complete a Screening Disclosure Form</li> <li>- Participate in training, orientation, and monitoring as determined by the organization</li> </ul>	Certain staff and board members, certain volunteers, Parents, youth, or volunteers who are helping out on a non-regular or informal basis