

FIELD HOCKEY ALBERTA



Policies Manual 2021

Revised & Reviewed Jan/Feb, 2021
Voted Approved by the FHA Board Jan 2022

**Alberta FIELD HOCKEY Association (“FHA”)
POLICY MANUAL 2020**

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CODE OF CONDUCT AND ETHICS

Definitions

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

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

- iii. Offering a benefit in exchange for a sexual favour;
 - iv. Demanding hugs;
 - v. Bragging about sexual ability;
 - vi. Leering (persistent sexual staring);
 - vii. Sexual assault;
 - viii. Display of sexually offensive material;
 - ix. Distributing sexually explicit messages or attachments such as pictures or video files;
 - x. Sexually degrading words used to describe an Individual;
 - xi. Unwelcome inquiries into or comments about an Individual's gender identity or physical appearance;
 - xii. Inquiries or comments about an Individual's sex life;
 - xiii. Persistent, unwanted attention after a consensual relationship ends;
 - xiv. Persistent unwelcome sexual flirtations, advances, or propositions; and
 - xv. Persistent unwanted contact.
- g) *"Workplace"* – As defined in FHA's *Workplace Harassment Policy*
 - h) *"Workplace Harassment"* – As defined in FHA's *Workplace Harassment Policy*
 - i) *"Workplace Violence"* – As defined in FHA's *Workplace Harassment Policy*

Purpose

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

Application of this Code

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

Responsibilities

- 7. Individuals have a responsibility to:
 - a) Maintain and enhance the dignity and self-esteem of FHA's members and other individuals by:
 - i. Treating each other with the highest standards of respect and integrity;
 - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees, or members;

- iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
 - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory;
 - v. Consistently treating individuals fairly and reasonably; and
 - vi. Ensuring adherence to the rules of the sport and the spirit of those rules.
- b) Refrain from any behaviour that constitutes Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, Abuse, or Discrimination
- c) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, FHA adopts and adheres to the Canadian Anti-Doping Program. Any infraction under this Program shall be considered an infraction of this Code and may be subject to further disciplinary action, and possible sanction, pursuant to FHA's *Discipline and Complaints Policy*. FHA will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by FHA or any other sport organization
- d) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
- e) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- f) In the case of minors, not consume alcohol, tobacco, vaping or cannabis at any competition or event;
- g) In the case of adults, not consume cannabis in the Workplace or in any situation associated with FHA's events (subject to any requirements for accommodation), not consume alcohol during competitions and in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with FHA's events
- h) Respect the property of others and not wilfully cause damage
- i) Promote the sport in the most constructive and positive manner possible
- j) When driving a vehicle with an Individual:
 - i. Not have his or her license suspended
 - ii. Not be under the influence of alcohol or illegal drugs or substances
 - iii. Have valid car insurance
 - iv. Not use a mobile device with his or her hands
- k) Adhere to all federal, provincial, municipal and host country laws
- l) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- m) Comply, at all times, with FHA's bylaws, policies, procedures, and rules and regulations, as adopted and amended from time to time
- n) Report any ongoing criminal investigation, conviction, or existing bail conditions involving an Individual to FHA, including, but not limited to, those for violence, child pornography, or possession, use, or sale of any illegal substance or performance-enhancing drug

Directors, Committee Members, and Staff

8. In addition to section 7 (above), FHA's Directors, Committee Members, and Staff will have additional responsibilities to:
- a) Function primarily as a Director or Committee Member or Staff Member of FHA; not as a member of any other group or constituency
 - b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of FHA's business and the maintenance of Individuals' confidence

- c) Ensure that FHA's financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
- d) Conduct themselves transparently, professionally, lawfully and in good faith in the best interests of FHA
- e) Be independent, impartial, and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
- f) Behave with decorum appropriate to both circumstance and position
- g) Keep informed about FHA's activities, the sport community, and general trends in the sectors in which it operates
- h) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to the laws under which FHA is incorporated
- i) Respect the confidentiality appropriate to issues of a sensitive nature
- j) Respect the decisions of the majority and resign if unable to do so
- k) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
- l) Have a thorough knowledge and understanding of all FHA's governing documents
- m) Conform to the bylaws and policies approved by FHA

Coaches

9. In addition to section 7 (above), coaches have many additional responsibilities. The coach-athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:
- a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes
 - b) Prepare athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm athletes
 - c) Avoid compromising the present and future health of athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments
 - d) Support the coaching staff of a training camp, provincial team, or national team; should an athlete qualify for participation with one of these programs
 - e) Accept and promote athletes' personal goals and refer athletes to other coaches and sports specialists as appropriate
 - f) Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete
 - g) Act in the best interest of the athlete's development as a whole person
 - h) Comply with FHA's *Screening Policy*, if applicable
 - i) Report to FHA any ongoing criminal investigation, conviction, or existing bail conditions, including those for violence, child pornography, or possession, use, or sale of any illegal substance
 - j) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcohol, cannabis, and/or tobacco
 - k) Respect athletes playing with other teams and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the athletes
 - l) Not engage in a sexual relationship with an athlete under the age of majority
 - m) Coaches are prohibited from entering into any form of intimate relationship with any athlete when a Power Dynamic is present (as per Safe Sport 2020)

- n) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
- o) Dress professionally, neatly, and inoffensively
- p) Use inoffensive language, taking into account the audience being addressed
- q) Coaches will adhere to all relevant Safe Sport guiding principles (Ex: Rule of Two)
- r) Coaches will be required to sign and adhere to the Coaches Code of Conduct
 - a. This will be kept as a digital file- stored in High Performance (Programming Folder)

Athletes

10. In addition to section 7 (above), athletes will have additional responsibilities to:
- a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete;
 - b) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
 - c) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
 - d) Adhere to FHA's rules and requirements regarding clothing and equipment
 - e) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other athletes, officials, coaches, or spectators
 - f) Dress to represent the sport and themselves well and with professionalism
 - g) Act in accordance with FHA's policies and procedures and, when applicable, additional rules as outlined by coaches or managers

Officials

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

Parents/Guardians and Spectators

12. In addition to section 7 (above), parents/guardians and spectators at events will:
- a) Encourage athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence
 - b) Condemn the use of violence in any form

- c) Never ridicule a participant for making a mistake during a performance or practice
- d) Provide positive comments that motivate and encourage participants' continued effort
- e) Respect the decisions and judgments of officials, and encourage athletes to do the same
- f) Never question an official's or staff member's judgment or honesty
- g) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
- h) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers
- i) Not harass competitors, coaches, officials, parents/guardians, or other spectators

Organizations

13. Organizations will:

- a) Adhere to all of FHA's governing documents and, where necessary, amend their own rules to comply or align with those of FHA
- b) Recognize that their websites, blogs and social media accounts may be seen as extensions of FHA and must reflect FHA's mission, vision and values
- c) Ensure that all athletes and coaches participating in sanctioned competitions and events of FHA are registered and in good standing
- d) Have well-defined hiring practices and standards in place including interviews, reference checks, and screening procedures to ensure athletes have a healthy and safe sport environment
- e) Ensure that any possible or actual misconduct is investigated promptly and thoroughly
- f) Impose appropriate disciplinary or corrective measures when misconduct has been substantiated, regardless of the position or authority of the offender
- g) Advise FHA immediately of any situation where a complainant has publicized a complaint in the media
- h) Provide FHA with a copy of all decisions rendered pursuant to the organization's policies for complaints and appeals

ABUSE POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Abuse”* – Child/Youth Abuse or Vulnerable Adult Abuse as described in this Policy
 - b) *“Individuals”* – All individual categories of membership defined in FHA’s Bylaws, as well as all individuals employed by, or engaged in activities with, FHA including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, parents/guardians and spectators at events, and Directors and Officers of FHA
 - c) *“Person in Authority”* – An Individual who holds a position of authority within FHA including, but not limited to, coaches, managers, support personnel, chaperones, and Directors
 - d) *“Vulnerable Individuals”* – Includes Children / Youth (minors) and Adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority)

Purpose

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

Zero Tolerance Statement

3. FHA has zero tolerance for any type of abuse. Individuals are required to report instances of abuse or suspected abuse to FHA to be immediately addressed under the terms of the applicable policy.

Education – What is Abuse

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

Child / Youth Abuse

6. *“Child abuse”* refers to the violence, mistreatment or neglect that a child or adolescent may experience while in the care of someone they depend on or trust. There are many different forms of abuse and a child may be subjected to more than one form:
 - a) **Physical abuse** involves single or repeated instances of deliberately using force against a child in such a way that the child is either injured or is at risk of being injured. Physical abuse includes beating, hitting, shaking, pushing, choking, biting, burning, kicking or assaulting a child with a weapon. It also includes holding a child under water, or any other dangerous or harmful use of force or restraint.
 - b) **Sexual abuse** and exploitation involve using a child for sexual purposes. Examples of child sexual abuse include fondling, inviting a child to touch or be touched sexually, intercourse, rape, incest, sodomy, exhibitionism, or involving a child in prostitution or pornography.
 - c) **Neglect** is often chronic, and it usually involves repeated incidents. It involves failing to provide what a child needs for his or her physical, psychological or emotional development and well-being. For example, neglect includes failing to provide a dependent child with food, clothing, shelter, cleanliness, medical care, or protection from harm.
 - d) **Emotional abuse** involves harming a child’s sense of self-worth. It includes acts (or omissions) that result in, or place a child at risk of, serious behavioural, cognitive, emotional, or mental health problems. For example, emotional abuse may include aggressive verbal threats, social isolation,

intimidation, exploitation, or routinely making unreasonable demands. It also includes exposing the child to violence.

7. An abuser may use a number of different tactics to gain access to children, exert power and control over them, and prevent them from telling anyone about the abuse or seeking support. The abuse may happen once, or it may occur in a repeated and escalating pattern over a period of months or years. The abuse may change form over time.
8. Abuse of children or youth in sport can include emotional maltreatment, neglect, and physical maltreatment.
 - a) **Emotional Maltreatment** – A Person in Authority’s failure to provide a developmentally-appropriate and supportive environment. Emotional abuse is at the foundation of all other forms of maltreatment (sexual, physical and neglect). In sports, this conduct has the potential to cause emotional or psychological harm to an athlete when it is persistent, pervasive or patterned acts (i.e., yelling at an athlete once does not constitute maltreatment). Examples of emotional maltreatment include:
 - i. Refusal to recognize an athlete’s worth or the legitimacy of an athlete’s needs (including complaints of injury/pain, thirst or feeling unwell)
 - ii. Creating a culture of fear, or threatening, bullying or frightening an athlete
 - iii. Frequent name-calling or sarcasm that continually “beats down” an athlete’s self-esteem
 - iv. Embarrassing or humiliating an athlete in front of peers
 - v. Excluding or isolating an athlete from the group
 - vi. Intentionally withholding attention
 - vii. Encouraging an athlete to engage in destructive and antisocial behaviour, reinforcing deviance, or impairing an athlete’s ability to behave in socially appropriate ways
 - viii. Over-pressuring; whereby the Person in Authority imposes extreme pressure upon the athlete to behave and achieve in ways that are far beyond the athlete’s capabilities
 - ix. Verbally attacking an athlete personally (e.g., belittling them or calling them worthless, lazy, useless, fat or disgusting).
 - x. Routinely or arbitrarily excluding athletes from practice
 - xi. Using conditioning as punishment
 - xii. Throwing sports equipment, water bottles or chairs at, or in the presence of, athletes
 - xiii. Body shaming – making disrespectful, hurtful or embarrassing comments about an athlete’s physique
 - b) **Neglect** - acts of omission (i.e., the Person in Authority should act to protect the health/well-being of an athlete but does not). Examples of neglect include:
 - i. Isolating an athlete in a confined space or stranded on equipment, with no supervision, for an extended period
 - ii. Withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep
 - iii. Ignoring an injury
 - iv. Knowing about abuse of an athlete but failing to report it
 - c) **Physical Maltreatment** - involves contact or non-contact behaviour that can cause physical harm to an athlete. It also includes any act or conduct described as physical abuse or misconduct (e.g., child abuse, child neglect and assault). Almost all sport involves strenuous physical activity. Athletes regularly push themselves to the point of exhaustion. However, any activity that physically harms an athlete—such as extreme disciplinary actions or punishment—is unacceptable. Physical maltreatment can extend to seemingly unrelated areas including inadequate recovery times for injuries and restricted diet. Examples of physical maltreatment include:
 - i. Punching, beating, biting, striking, choking or slapping an athlete

- ii. Intentionally hitting an athlete with objects or sporting equipment
- iii. Providing alcohol to an athlete under the legal drinking age
- iv. Providing illegal drugs or non-prescribed medications to any athlete
- v. Encouraging or permitting an athlete to return to play prematurely or without the clearance of a medical professional, following a serious injury (e.g., a concussion)
- vi. Prescribed dieting or other weight-control methods without regard for the nutritional well-being and health of an athlete
- vii. Forcing an athlete to assume a painful stance or position for no athletic purpose, or excessive repetition of a skill to the point of injury
- viii. Using excessive exercise as punishment (e.g., stretching to the point of causing the athlete to cry, endurance conditioning until the athlete vomits)

d) **Grooming** - a slow gradual and escalating process of building comfort and trust with an athlete and/or their parent/guardian that is often very difficult to recognize. The process allows for inappropriate conduct to become normalized. It is often preceded by building confidence and comfort that an individual can be trusted with the care of the athlete. Examples of grooming include:

- i. Nudity or exposure of genitals in the presence of an athlete
- ii. Sexually oriented conversation or discussions about personal sexual activities
- iii. Excessive discussions about a Person in Authority's personal life (i.e., family, work, medical challenges)
- iv. Spending time with an individual athlete and/or their family outside of team activities
- v. Excessive gift-giving to an individual athlete
- vi. Socially isolating an athlete
- vii. Restricting an athlete's privacy
- viii. Providing drugs, alcohol or tobacco to an athlete
- ix. Becoming overly-involved in an athlete's personal life
- x. Making sexual or discriminatory jokes or comments to an athlete
- xi. Displaying material of a sexual nature in the presence of an athlete
- xii. Mocking or threatening an athlete
- xiii. Putting the Person in Authority's needs above needs of an athlete and/or going to an athlete to have the Person in Authority's needs met

9. Importantly, emotional and physical maltreatment does not include professionally-accepted coaching methods (per the NCCP) of skill enhancement, physical conditioning, team building, discipline, or improving athletic performance.

10. Potential warning signs of abuse of children or youth can include[2][3]:

- a) Recurrent unexplained injuries
- b) Alert behaviour; child seems to always be expecting something bad to happen
- c) Often wears clothing that covers up their skin, even in warm weather
- d) Child startles easily, shies away from touch or shows other skittish behaviour
- e) Constantly seems fearful or anxious about doing something wrong
- f) Withdrawn from peers and adults
- g) Behavior fluctuates between extremes (e.g., extremely cooperative or extremely demanding)
- h) Acting either inappropriately beyond their age (like an adult; taking care of other children) or inappropriately younger than their age (like an infant; throwing tantrums)
- i) Acting out in an inappropriate sexual way with toys or objects
- j) New adult words for body parts and no obvious source
- k) Self-harm (e.g., cutting, burning or other harmful activities)
- l) Not wanting to be alone with a particular child or young person

Adult Abuse

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

- e) Over-sedation

Preventing Abuse

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

Screening

16. Individuals who coach, volunteer, officiate, deliver developmental programs, accompany a team to an event or competition, are paid staff, or otherwise engage with Vulnerable Individuals involved with FHA will be screened according to the organization's *Screening Policy*.
17. FHA will use the *Screening Policy* to determine the level of trust, authority, and access that each Individual has with Vulnerable Individuals. Each level of risk will be accompanied by increased screening procedures which may include the following, singularly or in combination:
- a) Completing an Application Form for the position sought (which includes alerting Individuals that they must agree to adhere with the organization's policies and procedures (including this *Abuse Policy*))
 - b) Completing a Screening Declaration Form
 - c) Providing letters of reference
 - d) Providing a Criminal Record Check ("CRC") and/or Vulnerable Sector Check ("VSC")
 - e) Providing a driver's abstract (for Individuals who transport Vulnerable Individuals)
 - f) Other screening procedures, as required
18. An Individual's failure to participate in the screening process or pass the screening requirements, as determined by a Screening Committee, will result in the Individual's ineligibility for the position sought.

Orientation and Training

19. FHA may deliver orientation and training to those individuals who have access to, or interact with, Vulnerable Individuals. The orientation and training, and their frequency, will be based on the level of risk, as described in the *Screening Policy*.
20. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or period of engagement.
21. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
22. At the conclusion of the orientation and training, Individuals may be required to acknowledge, in written form, that they have received and completed the training.

Practice

23. When Persons in Authority interact with Vulnerable Individuals, they are required to enact certain practical approaches to these interactions. These may include, but are not limited to:
- a) Limiting physical interactions to non-threatening or non-sexual touching (e.g., high-fives, pats on the back or shoulder, handshakes, specific skill instruction, etc.)
 - b) Ensuring that Vulnerable Individuals are always supervised by more than one Person in Authority
 - c) Ensuring that more than one person is involved with team selection (thereby limiting the consolidation of power onto one Individual)

- d) Ensuring that parents/guardians are aware that some non-personal communication between Persons in Authority and Vulnerable Individuals (e.g., between coaches and minor athletes) may take place electronically (e.g., by texting) and that this type of communication is now considered to be commonplace, especially with older Vulnerable Individuals (e.g., teenagers). Individuals are aware that such communication is subject to FHA's *Code of Conduct and Ethics* and *Social Media Policy*.
- e) When traveling with Vulnerable Individuals, the Person in Authority will not transport Vulnerable Individuals without another adult present and will not stay in the same overnight accommodation location without additional adult supervision.

Monitoring

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

Reporting Abuse

- 26. Reports of abuse that are shared confidentially with an Individual by a Vulnerable Individual may require the Individual to report the incident to parents/guardians, FHA or police. Individuals must respond to such reports in a non-judgemental, supportive and comforting manner but must also explain that the report may need to be escalated to the proper authority or to the Vulnerable Individual's parent/guardian.
- 27. Complaints or reports that describe an element of **abuse** will be addressed by the process(es) described in FHA's *Discipline and Complaints Policy* and the *Investigations Policy - Discrimination, Harassment and Abuse*.

[1] Retrieved from:

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

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

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

INVESTIGATIONS POLICY – DISCRIMINATION, HARASSMENT, AND ABUSE

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Independent Case Manager”* – An individual appointed to administer complaints under the *Discipline and Complaints Policy*.
 - b) *“Individuals”* – All individual categories of membership defined in FHA’s Bylaws, as well as all individuals employed by, or engaged in activities with, FHA including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, parents/guardians and spectators at events, and Directors and Officers of FHA
 - c) *“Vulnerable Individuals”* – Includes Children / Youth (minors) and Adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority)
2. The following terms have the meanings as defined in FHA’s *Code of Conduct and Ethics*:
 - a) Harassment
 - b) Discrimination
 - c) Sexual Harassment
3. The following terms have the meanings as defined in FHA’s Workplace Harassment Policy:
 - a) Bullying
 - b) Workplace
 - c) Workplace Violence
 - d) Workplace Harassment
4. The following terms have the meanings as defined in FHA’s *Abuse Policy*:
 - a) Abuse

Purpose

5. FHA is committed to eliminating all instances of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, and Abuse within its operations and activities. This Policy describes how Individuals can report instances of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, Abuse, or other matters requiring investigation and how FHA may investigate those reports.
6. Harassment, Bullying, Sexual Harassment, Workplace Harassment, or Workplace Violence alleged to have been committed against a Worker in a Workplace will be addressed pursuant to the *Workplace Harassment Policy*.

Determination and Disclosure

7. When a complaint is submitted per the *Discipline and Complaints Policy*, the Independent Case Manager will determine if such complaint is related to an instance of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, Abuse, or any other matter requiring investigation.
8. FHA will adhere to all disclosure and reporting responsibilities required by any government entity, local police service, or child protection agency.

Investigation

9. Complaints that are determined to contain an element of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, Abuse, or any other matter deemed relevant by the

Independent Case Manager will continue to be addressed by the process(es) described in the *Discipline and Complaints Policy*. However, the Independent Case Manager may also appoint an Investigator to investigate the allegations.

10. The Investigator must be an independent third-party skilled in investigating. The Investigator must not be in a conflict-of-interest situation and should have no connection to either party.
11. Federal and/or Provincial legislation related to Workplace Harassment may apply to the investigation if Harassment was directed toward a worker in a Workplace. The Investigator should review workplace safety legislation, review the organization's policies for human resources, review the *Workplace Harassment Policy*, and/or consult independent experts to determine whether legislation applies to the complaint.
12. The investigation may take any form as decided by the Investigator, guided by any applicable Federal and/or Provincial legislation. The investigation may include:
 - a) Complainant interviewed;
 - b) Witnesses interviewed;
 - c) Statement of facts (complainant's perspective) prepared by Investigator and acknowledged by Complainant;
 - d) Statement delivered to Respondent;
 - e) Respondent interviewed;
 - f) Witnesses interviewed; and
 - g) Statement of facts (respondent's perspective) prepared by Investigator and acknowledged by Respondent.

Investigator's Report

13. The Investigator's Report should include a summary of evidence from the parties (including both statements of facts, if applicable) and recommendations from the Investigator of whether or not, on a balance of probabilities, an incident occurred that could be considered Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, or Abuse, or a breach of a governing document including, but not limited to, the *Code of Conduct and Ethics*.
14. The Investigator's Report will be provided to the Independent Case Manager who will disclose it to FHA and to others as necessary, per his or her discretion.
15. 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 Interference, or Sexual Exploitation, the Investigator shall advise the Complainant to refer the matter to police. The Investigator will further inform FHA that the matter should be directed to the police.
16. The Investigator must also inform FHA of any findings of potential criminal activity. FHA may decide whether to report such findings to police but is *required* to inform police if there are findings related to the trafficking of doping drugs or materials, any sexual crime involving minors, fraud against FHA, or other offences where the lack of reporting would bring FHA into disrepute.

Reprisal and Retaliation

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

False Allegations

18. An individual who submits allegations that the Investigator determines to be maliciously false may be subject to a complaint under the terms of the *Discipline and Complaints Policy* with FHA, or the individual against whom the false allegations were submitted, acting as the Complainant.

Confidentiality

19. The Investigator will make every effort to preserve the confidentiality of the complainant, respondent, and any other party. However, FHA recognizes that maintaining anonymity of any party may be difficult for the Investigator during the investigation.

DISCIPLINE AND COMPLAINTS POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *"Complainant"* – The Party making a complaint
 - b) *"Days"* – Days including weekends and holidays
 - c) *"Discipline Chair"* – An individual appointed or assigned by the Independent Case Manager to handle complaints about minor incidents under Process #1 of this Policy
 - d) *"Independent Case Manager"* – An individual appointed by FHA to administer certain complaints under this Policy. The Independent Case Manager does not need to be a member of, or affiliated with, FHA
 - e) *"Individuals"* – All individual categories of membership defined in FHA's Bylaws, as well as all individuals employed by, or engaged in activities with, FHA including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, parents/guardians and spectators at events, and Directors and Officers of FHA
 - f) *"Organizations"* – Regional Association Members of FHA (as described in the Bylaws) and their affiliated clubs
 - g) *"Respondent"* – The Party responding to the complaint

Purpose

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

Application of this Policy

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

Alignment

8. FHA recognizes that Individuals may also be registered with Organizations. FHA **requires**, pursuant to FHA's *Reciprocation Policy*, that Organizations submit discipline decisions involving Individuals to FHA and FHA may take further action at its discretion. Further action may include the appointment of an independent third

party when the decision involved an element of discrimination, harassment, workplace harassment, workplace violence, sexual harassment, or abuse.

9. If FHA decides to take further action upon becoming aware of an Individual who has been disciplined by an Organization, the Individual will be the Respondent to a complaint initiated under the terms of this Policy. FHA may act as the Complainant if the original Complainant is unwilling or unavailable to participate in this process.
10. The Discipline Chair or Discipline Panel, as applicable, will review and consider the decision by the Organization when deciding on the complaint per the terms of this Policy.

Adult Representative

11. 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.
12. Communication from the Discipline Chair or Independent Case Manager, as applicable, must be directed to the minor's representative.
13. A minor is not required to attend an oral hearing, if held, unless determined otherwise by the Independent Case Manager, Discipline Chair or Discipline Panel.

Reporting a Complaint

14. Any Individual may report an incident or complaint to FHA or to FHA's 'Dispute Resolution Committee':

Dispute Resolution Committee will be named as needed to ensure no conflict of interest. VP Admin to direct the appointment of committee members.

15. At the discretion of FHA, FHA may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, FHA will identify an individual to represent FHA.
16. Complaints or incident reports should be made in writing and the person making the report may contact FHA's Independent 'Dispute Resolution Committee' for direction. FHA or the Independent 'Dispute Resolution Committee' may accept any report, in writing or not, at their sole discretion.
17. The Independent 'Dispute Resolution Committee' will determine the jurisdiction under which the report will be addressed and notify the Complainant. If the report should be handled by another Organization, the applicable organization will appoint its own Independent Case Manager to assume the responsibilities listed herein.

Receiving a Complaint

18. The Independent 'Dispute Resolution Committee' may determine that the alleged incident requires investigation. In this case, the Independent 'Dispute Resolution Committee' may appoint an Investigator in accordance with the *Investigations Policy* and FHA, and the Investigator, will have additional responsibilities as described in that Policy.
19. Upon receipt of a complaint, the Independent 'Dispute Resolution Committee' has a responsibility to:
 - a) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy;
 - b) Propose the use of the *Dispute Resolution Policy*;
 - c) Determine if an investigation is required; and/or

- d) Choose which process should be followed, and may use the following examples as a general guideline:

Process #1 - the Complainant alleges the following incidents:

- i. Disrespectful, abusive, racist, or sexist comments or behaviour
- ii. Disrespectful conduct
- iii. Minor incidents of violence (e.g., tripping, pushing, elbowing)
- iv. Conduct contrary to the values of FHA
- v. Non-compliance with the organization's policies, procedures, rules, or regulations
- vi. Minor violations of the *Code of Conduct and Ethics*

Process #2 - the Complainant alleges the following incidents:

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

20. If the Independent 'Dispute Resolution Committee' determines the complaint is frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately.

21. The Independent 'Dispute Resolution Committee' decision to accept or dismiss the complaint may not be appealed.

Process #1: Handled by Discipline Chair

Sanctions

22. Following the determination that the complaint or incident should be handled under Process #1, the Independent Case Manager will appoint a Discipline Chair who will review the submissions related to the complaint or incident and determine one or more of the following sanctions:

- a) Verbal or written reprimand
- b) Verbal or written apology
- c) Service or other contribution to FHA or to an organization
- d) Removal of certain privileges
- e) Suspension from certain teams, events, and/or activities
- f) Suspension from all the activities of FHA for a designated period
- g) Any other sanction considered appropriate for the offense

23. The Discipline Chair will inform the Parties of the sanction, which will take effect immediately.

24. Records of all sanctions will be maintained by FHA which may disclose such records at its discretion.

Request for Reconsideration

25. If there is no sanction, the Complainant may contest the non-sanction by informing the Discipline Chair, within five (5) days of receiving the decision, that the Complainant is not satisfied with the decision. The initial complaint or incident will then be handled under Process #2 of this Policy.
26. If there is a sanction, the sanction may not be appealed until the completion of a request for reconsideration. However, the Respondent may contest the sanction by submitting a Request for Reconsideration within five (5) days of receiving the sanction. In the Request for Reconsideration, the Respondent must indicate:
 - a) Why the sanction is inappropriate;
 - b) Summary of evidence to support the Respondent's position; and
 - c) What penalty or sanction (if any) would be appropriate
27. Upon receiving a Request for Reconsideration, the Discipline Chair may decide to accept or reject the Respondent's suggestion for an appropriate sanction.
28. Should the Discipline Chair accept the Respondent's suggestion for an appropriate sanction, that sanction will take effect immediately.
29. Should the Discipline Chair not accept the Respondent's suggestion for an appropriate sanction, the initial complaint or incident will be handled under Process #2 of this Policy.

Process #2: Handled by Independent Case Manager

Independent Case Manager

30. Following the determination that the complaint or incident should be handled under Process #2, the Independent Case Manager has a responsibility to:
 - a) Propose the use of the *Dispute Resolution Policy*
 - 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
 - e) Provide any other service or support that may be necessary to ensure a fair and timely proceeding
31. The Independent Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
32. The Independent Case Manager may propose using 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 Independent Case Manager will appoint a Discipline Panel, which shall consist of a single Arbitrator, to hear the complaint. In extraordinary circumstances, and at the discretion of the Independent Case Manager, a Discipline Panel of three persons may be appointed to hear the complaint. In this event, the Independent Case Manager will appoint one of the Discipline Panel's members to serve as the Chair.
33. The Independent Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Independent Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:

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

34. 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.

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

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

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

Decision

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

Sanctions

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

- a) Verbal or written reprimand
- b) Verbal or written apology
- c) Service or other contribution to FHA or to an organization
- d) Removal of certain privileges
- e) Suspension from certain teams, events, and/or activities
- f) Suspension from certain activities for a designated period
- g) Payment of the cost of repairs for property damage
- h) Suspension of funding from the organization or from other sources
- i) Expulsion from the organization
- j) Any other sanction considered appropriate for the offense

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

41. Records of all sanctions will be maintained by FHA which may disclose such records at its discretion.

Appeals

42. The decision of the Discipline Panel may be appealed in accordance with the *Appeal Policy*.

Suspension Pending a Hearing

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

Criminal Convictions

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

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

Confidentiality

45. The discipline and complaints process is confidential and involves only FHA, the Organization, the Parties, the Independent 'Dispute Resolution Committee', the Discipline Chair or Discipline Panel (as applicable), and any independent advisors to the Discipline Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

Timelines

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

Records and Distribution of Decisions

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

48. Decisions and rulings will be stored in accordance with FHAs data policy

DISPUTE RESOLUTION POLICY

Definitions

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

Purpose

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

Application of this Policy

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

Facilitation and Mediation

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

Final and Binding

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

APPEAL POLICY

Definitions

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

Purpose

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

Scope and Application of this Policy

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

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

Timing of Appeal

6. Individuals who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to FHA, the following:
 - a) Notice of the intention to appeal
 - b) Contact information and status of the appellant
 - c) Name of the respondent and any affected parties, when known to the Appellant
 - d) Date the appellant was advised of the decision being appealed
 - e) A copy of the decision being appealed, or description of decision if written document is not available
 - f) Grounds for the appeal
 - g) Detailed reasons for the appeal
 - h) All evidence that supports these grounds
 - i) Requested remedy or remedies

7. An Individual who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the 'Dispute Resolution Committee' and may not be appealed.

Grounds for Appeal

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include the Respondent:
 - a) Made a decision that it did not have the authority or jurisdiction (as set out in the Respondent's governing documents) to make
 - b) Failed to follow its own procedures (as set out in the Respondent's governing documents)
 - c) Made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views)

9. The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the 'Grounds for Appeal' section of this Policy and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

Screening of Appeal

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), FHA and the Appellant may first determine the appeal to be considered under FHA's *Dispute Resolution Policy*.

11. Appeals resolved by mediation under FHA's *Dispute Resolution Policy* will cause the administration fee to be refunded to the Appellant.

12. Should the appeal not be resolved by using the *Dispute Resolution Policy*, FHA will appoint an independent 'Dispute Resolution Committee' (must not be in a conflict of interest) who has the following responsibilities:
 - a) Determine if the appeal falls under the scope of this Policy
 - b) Determine if the appeal was submitted in a timely manner
 - c) Decide whether there are sufficient grounds for the appeal

13. If the appeal is denied on the basis of insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
14. If the 'Dispute Resolution Committee' is satisfied there are sufficient grounds for an appeal, the Case Manager will appoint an Appeals Panel which shall consist of a single Arbitrator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Case Manager will appoint one of the Panel's members to serve as the Chair.

Determination of Affected Parties

15. In order to ensure the identification of any Affected Parties, the Case Manager will engage with FHA. The 'Dispute Resolution Committee' will determine whether a party is an Affected Party at his or her sole discretion.

Procedure for Appeal Hearing

16. The 'Dispute Resolution Committee' shall notify the Parties that the appeal will be heard. The Case Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Case Manager and may not be appealed.
17. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
18. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:
 - a) The hearing will be held within a timeline determined by the Case Manager
 - b) The Parties will be given reasonable notice of the day, time and place of the hearing
 - c) Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing
 - d) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
 - e) The Panel may request that any other individual participate and give evidence at the hearing
 - f) The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate
 - g) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in their own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
 - h) The decision to uphold or reject the appeal will be by a majority vote of Panel members
19. In fulfilling its duties, the Panel may obtain independent advice.

Appeal Decision

20. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:
 - a) Reject the appeal and confirm the decision being appealed
 - b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision
 - c) Uphold the appeal and vary the decision

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

Timelines

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

Confidentiality

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

Final and Binding

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

WHISTLEBLOWER POLICY

Definitions

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

Purpose

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

Application

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

Wrongdoing

6. Wrongdoing can be defined as:
 - a) Violating the law;
 - b) Intentionally or seriously breaching of FHA’s *Code of Conduct and Ethics*;
 - c) Committing or ignoring risks to the life, health, or safety of a participant, volunteer, Worker, or other individual;
 - d) Directing an individual or Worker to commit a crime, serious breach of a policy of FHA, or other wrongful act; or
 - e) Fraud.

Pledge

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

Reporting Wrongdoing

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

Authority

10. FHA Operation committee will be appointed, per incident, a Compliance Officer to receive reports made under this Policy subject to conflict of interests.
11. After receiving the report, the Compliance Officer has the responsibility to:
 - a) Assure the Worker of FHA's **Pledge**
 - b) Connect the Worker to the Alternate Liaison if the individual feels that he or she cannot act in an unbiased or discrete manner due to the individual's role with FHA and/or the content of the report
 - c) Determine if the report is frivolous, vexatious, or not submitted in good faith (e.g., the submission of the report is motivated by personal interests and/or the content of the report is obviously false or malicious)
 - d) Determine if FHA's *Whistleblower Policy* applies or if the matter should be handled under FHA's *Discipline and Complaints Policy*
 - e) Determine if the local police service be contacted
 - f) Determine if mediation or alternate dispute resolution can be used to resolve the issue
 - g) Determine if FHA's President and/or Executive Director should or can be notified of the report
 - h) Begin an investigation

Alternate Liaison

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

[Alternate Liaison – will be an independent personal from FHA. Appointed on a case -by-case basis with board approval]

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

Investigation

15. If the Compliance Officer determines that an investigation should be launched, the Compliance Officer may decide to contract an external investigator. In such cases, FHA's Executive Director and/or President may be notified that an investigation conducted by an external investigator is necessary without the nature of the investigation, content of the report, or identity of the Worker who submitted the report being disclosed. FHA's Executive Director and/or President may not unreasonably refuse the decision to contract an external investigator.
16. An investigation launched by the Compliance Officer or by an external investigator should generally take the following form:
 - a) Followup interview with the Worker who submitted the report
 - b) Identification of Workers, participants, volunteers or other individuals that may have been affected by the wrongdoing
 - c) Interviews with such-affected individuals
 - d) Interview with the Director(s) or Worker(s) against whom the report was submitted
 - e) Interview with the supervisor(s) of the Worker(s) against whom the report was submitted, if applicable

17. The investigator will prepare an Investigator's Report – omitting names whenever possible and striving to ensure confidentiality – that will be submitted to FHA's President and/or Executive Director for review and action.

Decision

18. Within fourteen (14) days after receiving the Investigator's Report, FHA's President and/or Executive Director will take corrective action, as required. Corrective action may include, but is not limited to including:

- a) Enacting and/or enforcing policies and procedures aimed at eliminating the wrongdoing or further opportunities for wrongdoing;
- b) Revision of job descriptions; or
- c) Discipline, suspension, termination, or other action as permitted by FHA's Bylaws, provincial employment legislation, FHA's *Human Resources Policy*, and/or the Worker's Employment Agreement or Contractor Agreement.

19. The corrective action, if any, will be communicated to the investigator who will then inform the Worker who submitted the report.

20. Decisions made under the terms of this Policy may be appealed under the terms of FHA's *Appeal Policy* provided that:

- a) If the Worker who submitted the initial report is appealing the decision, the Worker understands that his or her identity must be revealed if he or she submits an appeal, and
- b) If the Director or Worker against whom the initial report was submitted is appealing the decision, the Worker or Director understands that the identity of the Worker who submitted the report will not be revealed and that FHA will act as the Respondent

Confidentiality

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

22. In all stages of the investigation, the investigator will take every precaution to protect the identity of the Worker who submitted the report and/or the specific nature of the report itself. However, FHA recognizes that there are some instances where the nature of the report and/or the identity of the Worker who submitted the report will or may be inadvertently deduced by individuals participating in the investigation.

EVENT DISCIPLINE PROCEDURE

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

Definitions

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

Purpose

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

Scope and Application of this Policy

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

Misconduct During Events

6. Incidents that violate or potentially violate FHA's *Code of Conduct and Ethics*, which can occur during a competition, away from the area of competition, or between parties connected to the Event, shall be reported to a designated person (usually the head official or on-site convenor) responsible at the Event.
7. The designated person at the Event shall use the following procedure to address the incident that violated or potentially violated FHA's *Code of Conduct and Ethics*:
 - a) Notify the involved parties that there has been an incident that violated or potentially violated FHA's *Code of Conduct and Ethics*
 - b) Convene a jury of either one person or three people (one of whom shall be designated the President), who shall not be in a conflict of interest or involved in the original incident, to determine whether FHA's *Code of Conduct and Ethics* has been violated. The designated person at the Event may serve on the jury
 - c) The jury will interview and secure statements from any witnesses to the alleged violation
 - d) If the violation occurred during a competition, interviews will be held with the officials who officiated or observed the competition and with the coaches and captains of each team when necessary and appropriate
 - e) The jury will secure a statement from the person(s) accused of the violation

- f) The jury will render a decision and determine a possible penalty
 - g) The President of the jury will inform all parties of the jury's decision
8. The penalty determined by the jury may include any of the following, singularly or in combination:
 - a) Oral or written warning
 - b) Oral or written reprimand
 - c) Suspension from future competitions at the Event
 - d) Ejection from the Event
 - e) Other appropriate penalty as determined by the jury
 9. The jury does not have the authority to determine a penalty that exceeds the duration of the Event. A full written report of the incident and the jury's decision shall be submitted to FHA following the conclusion of the Event. Further discipline may then be applied per FHA's *Discipline and Complaints Policy* if necessary.
 10. Decisions made in the scope of this Procedure may not be appealed.
 11. This Procedure does not prohibit other Individuals from reporting the same incident to FHA to be addressed as a formal complaint under FHA's *Discipline and Complaints Policy*.
 12. FHA shall record and track all reported incidents.

SOCIAL MEDIA POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *"Discipline Chair or Independent Case Manager"* – The person or organization appointed by FHA to oversee management and administration of complaints, as applicable.
 - b) *"Individuals"* – All individual categories of membership defined in FHA's Bylaws, as well as all individuals employed by, or engaged in activities with, FHA including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, parents/guardians and spectators at events, and Directors and Officers of FHA
 - c) *"Person in Authority"* – An Individual who holds a position of authority within FHA including, but not limited to, coaches, managers, support personnel, chaperones, and Directors
 - d) *"Social media"* – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter.

Preamble

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

Application of this Policy

3. This Policy applies to all Individuals.

Conduct and Behaviour

4. Per FHA's *Discipline and Complaints Policy* and *Code of Conduct and Ethics*, the following social media conduct may be considered minor or major infractions at the discretion of the Discipline Chair or Independent Case Manager:
 - a) Posting a disrespectful, hateful, harmful, disparaging, insulting, or otherwise negative comment on a social medium that is directed at an Individual, at FHA, or at other individuals connected with FHA
 - b) Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, embarrassing, suggestive, provocative, or otherwise offensive, and that is directed at an Individual, at FHA, or at other individuals connected with FHA
 - 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 FHA, its stakeholders, or its reputation
 - d) Any instance of cyber-bullying or cyber-harassment between one Individual and another Individual (including a teammate, coach, opponent, volunteer, or official), where incidents of cyber-bullying and cyber-harassment can include but are not limited to the following conduct on any social medium, via text-message, or via email: regular insults, negative comments, vexatious behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour.
5. All conduct and behaviour occurring on social media may be subject to FHA's *Discipline and Complaints Policy* at the discretion of the Discipline Chair or Independent Case Manager.

Individuals Responsibilities

6. Individuals should be aware that their social media activity may be viewed by anyone; including FHA.

7. The content of all electronic communication between Persons in Authority and athletes must be professional in tone and for communicating information related to team issues or activities.
8. No sexually explicit language or imagery or sexually oriented conversation is permitted.
9. If FHA 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 FHA to cease this engagement.
10. Persons in Authority may only send group texts, direct messages on social media or emails when communicating information related to team issues and activities (e.g., non-personal information). When communicating with a minor- parents/guardians must be included on all messages.
11. When using social media, an Individual must model appropriate behaviour befitting the Individual's role and status in connection with FHA.
12. Removing content from social media after it has been posted (either publicly or privately) does not excuse the Individual from being subject to FHA's *Discipline and Complaints Policy*.
13. An individual who believes that an Individual's social media activity is inappropriate or may violate FHA's policies and procedures should report the matter to FHA in the manner outlined by FHA's *Discipline and Complaints Policy*.

SCREENING POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Criminal Record Check (CRC)”* – A search of adult convictions held within the RCMP National Repository of Criminal Records
 - b) *“Local Police Information (LPI)”* – additional conviction and selected non-conviction information in national and local police data sources which may be relevant to the position sought
 - c) *“Enhanced Police Information Check (E-PIC)”* – a Criminal Record Check plus a search of Local Police Information, available from SterlingBackcheck
 - d) *“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
 - e) *“Vulnerable Individuals”* – A person under the age of 18 years old and/or a person who, because of age, disability or other circumstance, is in a position of dependence on others or is otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority

Preamble

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

Application of this Policy

3. This Policy applies to all individuals who are seeking to volunteer, work, or otherwise participate in FHA’s programs or activities and who are in a position of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Individuals.
4. Not all individuals associated with FHA will be required to obtain a criminal record check or submit screening documents because not all positions pose a risk of harm to FHA or to its participants. FHA will determine which individuals will be subject to screening using the following guidelines (FHA may vary the guidelines at its discretion):

Level 1 – Low Risk - Individuals involved in low-risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to Vulnerable Individuals. Examples:

- a) Parents, youth, or volunteers who are helping out on a non-regular or informal basis

Level 2 – Medium Risk – Individuals involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to Vulnerable Individuals. Examples:

- a) Athlete support personnel
- b) Non-coach employees or managers
- c) Directors
- d) Coaches who are typically under the supervision of another coach

Level 3 – High Risk – Individuals involved in high-risk assignments who occupy positions of trust and/or authority, have a supervisory role, direct others, are involved with finances, and who have frequent or unsupervised access to Vulnerable Individuals. Examples:

- a) Full time coaches

- b) Coaches who travel with athletes
- c) Coaches who could be alone with athletes

Screening Committee

5. The implementation of this policy is the responsibility of FHA's Screening Committee which is a committee of either one (1) or three (3) members appointed by FHA. FHA will ensure that the members appointed to the Screening Committee possess the requisite skills, knowledge and abilities to accurately screening documents and render decisions under this Policy.
6. The Screening Committee will carry out its duties, in accordance with the terms of this policy, independent of the Board.
7. The Screening Committee is responsible for reviewing all documents submitted and, based on the review, making decisions regarding the appropriateness of individuals filling positions within FHA. 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.
8. Nothing in this Policy restricts or limits the Screening Committee from requesting that the individual attend an interview with the Screening Committee if the Screening Committee considers that an interview is appropriate and necessary to screen the individual's application.
9. Nothing in this Policy restricts or limits the Screening Committee from requesting the individual's authorization to contact any professional, sporting or other organization in order to assess the individual's suitability for the position that they are seeking.
10. Nothing in this Policy restricts or limits the Screening Committee from requesting further information from the individual on more than one occasion, subject to the individual's right to insist that the Screening Committee make a decision on the basis of the information before it.
11. The Screening Committee may, where appropriate, draw an adverse inference from an individual's failure to provide information or answer queries.
12. When assessing an individual's screening application, the Screening Committee shall determine whether there is reason to believe that the individual may pose a risk to members of FHA.
13. An individual having been previously penalized for a prior offence shall not prevent the Screening Committee from considering that offence as part of the individual's screening application.
14. If the Screening Committee determines on the basis of the individual's screening application, in addition to any further material received by it, that the individual does not pose a risk to the members of FHA, the Screening Committee shall approve the individual's application, subject to the Screening Committee's right to impose conditions.
15. In the case of a decision denying an application or approving an application with conditions, a copy of the decision shall be provided to the applicant and to FHA's Board of Directors, which may disseminate the decision as they see fit in order to best fulfil the mandate of FHA.
16. An Individual whose screening application has been denied or revoked may not re-apply to participate in FHA's programs or activities for two (2) years from the date the rejected application was made.

Screening Requirements

17. It is FHA's policy that when an individual is first engaged by FHA:

- a) Level 1 individuals will:
 - i. Complete an Application Form (**Appendix A**)
 - ii. Complete a Screening Disclosure Form (**Appendix B**)
 - iii. Participate in training, orientation, and monitoring as determined by FHA
- b) Level 2 individuals will:
 - i. Complete an Application Form
 - ii. Complete a Screening Disclosure Form
 - iii. Complete and provide an E-PIC and a VSC
 - iv. Provide one letter of reference related to the position
 - v. Participate in training, orientation, and monitoring as determined by FHA
 - vi. Provide a driver's abstract, if requested
- c) Level 3 individuals will:
 - i. Complete an Application Form
 - ii. Complete a Screening Disclosure Form
 - iii. Complete and provide an E-PIC and a VSC
 - iv. Provide one letter of reference related to the position
 - v. Participate in training, orientation, and monitoring as determined by FHA
 - vi. Provide a driver's abstract, if requested
- d) If an individual subsequently receives a charge, conviction for, or is found guilty of, an offense they will report this circumstance immediately to FHA. Additionally, the individual will inform FHA of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.
- e) If FHA 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 FHA's *Discipline and Complaints Policy*.

Young People

18. FHA defines a young person as someone who is younger than 18 years old. When screening young people, FHA will:

- a) Not require the young person to obtain a VSC or E-PIC; and
- b) In lieu of obtaining a VSC or E-PIC, require the young person to submit up to two (2) additional letters of reference.

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

Renewal

20. Unless the Screening Committee determines, on a case-by-case basis, to modify the submission requirements, individuals who are required to submit an E-PIC, Screening Disclosure Form, VSC, or Screening Renewal Form, are required to submit the documents as follows:

- a) An E-PIC every three years
- b) A Screening Disclosure Form every three years

- c) A Screening Renewal Form (**Appendix C**) every year
- d) A Vulnerable Sector Check once

21. At any time, including after either the submission of an individual's application or its approval (with or without conditions), the Screening Committee may re-open an individual's file for additional screening if it is advised of new information that, in the discretion of FHA, could affect the assessment of the individual's suitability for participation in FHA's programs, activities, or with any of its members.

Orientation, Training, and Monitoring

22. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at FHA's discretion.
23. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or initial period of engagement.
24. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
25. 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.
26. Monitoring may include but is not limited to: written or oral reports, observations, tracking, electronic surveillance (e.g., facility security cameras), and site visits.

How to Obtain an E-PIC or VSC

27. FHA has joined the Coaching Association of Canada's Responsible Coaching Movement and therefore has access to the E-PIC at a discounted rate. Individuals can obtain an E-PIC via https://www.sterlingtalentsolutions.ca/landing-pages/c/cac_ace/
28. Individuals may only obtain a VSC by visiting an RCMP office or police station, submitting two pieces of government-issued identification (one of which must have a photo), and completing any required paperwork. Fees may also be required.
29. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.
30. FHA understands that it may be required to assist an individual with obtaining a VSC. FHA may need to submit a Request for VSC (**Appendix D**) or complete other documentation describing the nature of the organization and the individual's role with vulnerable individuals.

Procedure

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

[Screening committee chair: HP Director and Coaching Director]

32. An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the position sought. The individual will be informed that their application and/or position will not proceed until such time as the screening documents are submitted.
33. FHA understands that there may be delays in receiving the results of an E-PIC or a VSC. At its discretion, FHA

may permit the individual to participate in the role during the delay. FHA may withdraw this permission at any time and for any reason.

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

Conditions and Monitoring

38. 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 shall have the sole and unfettered discretion to apply and remove conditions, determine the length of time for the imposition of conditions, and determine the means by which adherence to conditions may be monitored.

Records

39. 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.
40. The records kept by FHA 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 FHA or by another sport organization

Appendix A – Application & Screening Disclosure Form

NAME: _____
First Middle Last

OTHER NAMES YOU HAVE USED: _____

CURRENT PERMANENT ADDRESS:

Street City Province Postal

DATE OF BIRTH: _____ PREFERRED PRONOUNS: _____
Month/Day/Year

CLUB (if applicable): _____ EMAIL: _____

POSITION SOUGHT: _____

NCCP Number (if applicable) _____

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

1. Do you have a criminal record? If so, please complete the following information for *each conviction*. If not, please leave this section blank. Attach additional pages as necessary.
2. Have you ever been disciplined or sanctioned by a sport governing body or by an independent body (e.g., private tribunal, government agency, etc.) or dismissed from a coaching or volunteer position? If so, please complete the following information for each disciplinary action or sanction. If not, please leave this section blank. Attach additional pages as necessary.
3. Are criminal charges or any other sanctions, including those from a sport body, private tribunal or government agency, currently pending or threatened against you? If so, please complete the following information for each pending charge or sanction. If not, please leave this section blank. Attach additional pages as necessary.

PRIVACY STATEMENT

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

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

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

CERTIFICATION

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

I further certify that I will immediately inform FHA of any changes in circumstances that would alter my original responses to this Screening Disclosure Form. Failure to do so may result in the withdrawal of volunteer responsibilities or other privileges and/or disciplinary action.

NAME (print): _____

DATE: _____

SIGNATURE: _____

Appendix C – Screening Renewal Form

NAME: _____
First Middle Last

CURRENT PERMANENT ADDRESS:

Street City Province Postal

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

EMAIL: _____ **PHONE:** _____

By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form and/or Driver's Abstract ("Personal Document") to FHA. I further certify that there are no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders, or applicable non-conviction information, and there have been no absolute and conditional discharges.

I agree that any Personal Document that I would obtain or submit on the date indicated below would be no different than the last Personal Document that I submitted to FHA. I understand that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Personal Document to FHA's Screening Committee instead of this form.

I recognize that if there have been changes to the results available from any Personal Document and if I submit this form improperly, then I am subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.

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

SIGNATURE: _____

Appendix D – Request for Vulnerable Sector Check

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

INTRODUCTION

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

DESCRIPTION OF ORGANIZATION

Field Hockey Alberta is a not-for-profit **provincial** organization for the sport of field hockey located in Alberta.

DESCRIPTION OF ROLE

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

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

CONTACT INFORMATION

If more information is required from FHA, please contact the Executive Director of FHA

[Lara Mack- Executive Director FHA 2021]

Signed: _____ Date: _____

RISK MANAGEMENT POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Individuals”* – All individual categories of membership defined in FHA’s Bylaws, as well as all individuals employed by, or engaged in activities with, FHA including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, parents/guardians and spectators at events, and Directors and Officers of FHA
 - b) *“Risk”* – The effect of uncertainty on achieving desired outcomes.
 - c) *“Risk Management”* – An integrated, documented and system-wide process used to identify, assess and treat risks so as to better achieve desired outcomes and reflect the organization’s values

Preamble

2. FHA is committed to managing risks by ensuring its decisions and actions reflect established standards and organizational values.

Purpose

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

Principles

6. The International Standard Organization (ISO 31000:2009E) risk management principles are:
 - a) Risk management creates and protects value
 - b) Risk management is an integral part of all organizational processes
 - c) Risk management is part of decision making
 - d) Risk management explicitly addresses uncertainty
 - e) Risk management is systematic, structured and timely
 - f) Risk management is based on the best available information
 - g) Risk management is tailored
 - h) Risk management considers human and cultural factors into account
 - i) Risk management is transparent and inclusive
 - j) Risk management is dynamic, iterative and responsive to change
 - k) Risk management facilitates continual improvement of the organization

Scope and Authority – Risk Manager

7. The Operations Committee is the designated Risk Manager for FHA and is responsible for the implementation, maintenance, and communication of this policy. This policy applies to all decision and activities undertaken on behalf of FHA.

Policy

8. FHA makes the following commitments:
 - a) Activities and events undertaken by FHA will incorporate the principles of risk management
 - b) Systematic and explicit steps will be taken to identify, assess, manage and communicate risks facing FHA in a timely fashion
 - c) Risk mitigation strategies will be reasonable and will reflect the reasonable standard of care in any circumstance (where standard of care is determined by written/published standards, industry practices, established case law precedent, and common sense)
9. FHA acknowledges that risk management is a broad activity and a shared responsibility. All Directors, Officers, staff, and volunteers have an ongoing responsibility to take appropriate measures within their scope of authority and responsibility to identify, assess, manage and communicate risks to those that they report to including but not limited to, the Risk Manager.

Risk Tolerance

10. The 'significance of a risk' refers to the combined ranking of the possibility/likelihood of a risk occurring and the consequence should it occur.
11. Possibility (P)
 - a) Unlikely – less likely to happen than not; occurs every 5 years
 - b) Possible – just as likely to happen as not; occurs once every year
 - c) Probably – more likely to happen than not; occurs once a month
 - d) Almost certain – sure to happen; occurs once a week
12. Consequence (C)
 - a) Minor – will have an impact on the achievement of the objective that can be dealt with through small internal adjustments
 - b) Moderate – will have an impact on some aspect of the achievement of the objective that will require changes to strategy or program delivery that may require a delay or increase in cost
 - c) Serious – will significantly impact the achievement of the objective and require additional time, resources, costs, and thought
 - d) Catastrophic – will have a debilitating impact on the achievement of the objective; staff and board need to devote full time resources to managing the situation

Commitment

13. Risks are identified by both Directors and staff on an ongoing basis. All Low-to-medium risks are managed by the Risk Manager and captured within program documents.
14. Risks that arise and considered to be High to Very High are treated as follows:
 - a) If a **High** is identified, it must be communicated to the President or Executive Director within 48 of the risk being identified. The individual will take all reasonable measures to manage the risk including, but not limited to, seeking the advice from other Board members, consulting external experts, etc. Once the individual feels that the risk has been managed or is in the process of being resolved, the Board will be advised using the most appropriate communications, which depending

on the nature of the risk, may include an issue document, sharing at the next meeting, or calling a separate Board meeting to keep the Board informed.

- b) If a **Very High** risk has been identified, the President must be contacted immediately. The President and Executive Director will determine the most appropriate action and if appropriate, may organize a Board meeting within 48 of the risk arising. It is understood that factors may arise that prevent this from happening including time zone, availability, nature of the risk, etc. All reasonable efforts will be made to manage the risk as it occurs, taking the necessary measures including, not to limited to, seeking the advice from internal partners, other Board members and external experts.

Procedures

15. Managing risks involves three steps:

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

16. Risks arise from a number of categories of the operations of FHA. The following categories will be used when identifying risks:

a) **Operational / Program Risks**

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

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

b) **Compliance Risks**

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

c) **Communication Risks**

Risks related to internal and external communications, information management systems, crisis and issues management, media relations, image and reputation management, missed opportunities to promote and exploit successful outcomes, management of intellectual property, social media opportunities and pitfalls, confidentiality.

d) **External Risks**

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

e) **Governance Risks**

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

f) Financial Risks

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

g) Health and Safety of Athletes

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

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

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

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

- a) Development of policies, procedures, standards and rules
- b) Effective communication
- c) Education, instruction, professional development and specialized training
- d) Ensuring a core set of organizational values have been identified, defined and communicated throughout the organization
- e) Adherence to minimum, mandatory qualifications and/or certifications for key staff and leaders
- f) Use of robust and legally sound contracts (i.e., employment agreements, contractor agreements, partnership agreements)
- g) Improving role clarity through use of written position descriptions and committee terms of reference
- h) Supervision and monitoring of staff, volunteers, participants and activities
- i) Establishing and communicating procedures to handle concerns, complaints and disputes
- j) Implementing schedules for regular review, maintenance, repair and replacement of equipment
- k) Preparing procedures and protocols for emergency response and crisis management
- l) Use of warnings, signage, participation agreements and waiver of liability agreements where warranted
- m) Purchasing appropriate insurance coverage for all activities and reviewing regularly

19. To ensure that risk management remains a high priority within FHA and to promote an organizational culture that embraces a risk management perspective, risk management will be a standing item on the agenda of every regular Board meeting, so that staff (if applicable) and Directors can provide updates as required.
20. FHA recognizes that communication is an essential part of risk management. This policy will be communicated to staff, the Board of Directors, Committees and volunteers and FHA will encourage all members to communicate their risk management issues and concerns.

Insurance

21. FHA maintains a comprehensive insurance program that provides General Liability, Accident and Directors and Officers Errors and Omissions coverage to the directors, officers, staff, members, volunteers and sponsors of FHA. On every review of this policy, FHA will consult with the insurance provider to determine if there are any emerging gaps, issues, or deficiencies to be addressed through insurance renewal. Not all risks are insurable. However, as part of its commitment to risk management, FHA will take all reasonable steps to ensure that insurance coverage is available for essential activities.

RECIPROCATION POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “Days” – Days including weekends and holidays
 - b) “Individuals” – All individual categories of membership defined in FHA’s Bylaws, as well as all individuals employed by, or engaged in activities with, FHA including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, parents/guardians and spectators at events, and Directors and Officers of FHA
 - c) “Organizations” – Regional Association Members of FHA (as described in the Bylaws) and their affiliated clubs

Purpose

2. The purpose of this Policy is to ensure national enforcement and recognition of all disciplinary sanctions applied by FHA and by Organizations.
3. FHA recognizes the importance of safe sport for all participants in the sport of field hockey throughout the province. FHA also recognizes its obligation to engage an independent third party to handle and/or investigate all matters involving harassment, discrimination, abuse, workplace harassment, workplace violence, and sexual harassment.

Application

4. This Policy applies to all Individuals and Organizations.

Responsibilities

5. FHA will:
 - a) Provide copies of discipline and appeal decisions involving Individuals to all Organizations with which the Individual was affiliated
 - b) For discipline decisions provided to FHA by an Organization, determine per the *Discipline and Complaints Policy* whether to initiate further action against the Individual(s) named in the decision
 - c) Recognize and enforce the disciplinary sanctions imposed by an organization
6. Organizations will:
 - a) Provide copies of discipline and appeal decisions involving Individuals to FHA
 - b) Recognize and enforce the disciplinary sanctions imposed by FHA
 - c) Update their governing documents to reference the reciprocation procedures described herein

DIVERSITY, EQUITY AND INCLUSION POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Diversity”* – the presence and integration of a variety of individuals with different personal characteristics, particularly Under-Represented Groups, in a group or organization
 - b) *“Inclusion”* – acceptance of individuals with diverse personal characteristics into a group or organization regardless of those characteristics
 - c) *“Equity”* – fairness afforded to individuals with diverse personal characteristics regardless of those characteristics
 - d) *“Under-Represented Groups”* – Under-Represented Groups include women, children in low-income families, Indigenous people, seniors, people with disabilities, newcomers to Canada, and members of the LGBTQ2 community

Purpose

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

General

3. FHA will:
 - a) Support inclusion, equity, and access for Under-Represented Groups
 - b) Promote the value of diversity
 - c) Exercise influence with external agencies to encourage equity

Programming

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

Staff, Board of Directors, Committee

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

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

Media Relations

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

Human Resource Management

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

Ongoing Commitment to Inclusion, Diversity and Equity

- 8. FHA resolves to continue to incorporate inclusion, diversity, and equity matters in its strategies, plans, actions, and operations; including technical programs, business management, sponsorship, marketing, media and communications.

Evaluation

- 9. FHA will continually monitor and evaluate its inclusion, equity, and diversity progress.

TRANS INCLUSION POLICY

Guiding Principles

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

Definitions

2. The following terms have these meanings in this document:
 - a) “*Cisgender*” – A term to describe a person whose gender identity corresponds with their birth-assigned sex (e.g., someone whose gender identity is male and was assigned male at birth)
 - b) “*Gender*” – The socially constructed roles, behaviours, activities and attributes that a society assigns to masculinity or femininity
 - c) “*Gender Expression*” – The way an individual communicates their gender identity to others. This is done through behaviour, body language, voice, emphasis or de-emphasis of bodily characteristics, choice of clothing, hairstyle, and wearing make-up and/or accessories. The traits and behaviours associated with masculinity and femininity are culturally specific and change over time
 - d) “*Gender Identity*” – A person’s innermost sense of their own gender. This can include man, woman, both, neither or something else entirely. Gender also refers to a variety of social and behavioural characteristics (e.g., appearance, mannerisms). There are lots of words people may use to talk about their gender identity and expression
 - e) “*Gender reassignment*” – Medically-supervised program of treatment to transition a person’s body to align with their gender identity through hormone therapy and/or surgery
 - f) “*Intersex*” – Refers to a combination of features that distinguish male and female anatomy
 - g) “*Sex*” – The classification of people as male, female or intersex. Sex is usually assigned at birth and is based on an assessment of a person’s reproductive system, hormones, chromosomes and other physical characteristics, most notably by external genitalia
 - h) “*Trans*” – An umbrella term that describes people with diverse gender identities and gender expressions that do not conform to stereotypical ideas about what it means to be a girl/woman or

boy/man in society. It includes but is not limited to people who identify as transgender, transsexual, cross dressers (adjective), or gender non-conforming (gender diverse or genderqueer).

- i) “*Transgender Female*” – Someone who was assigned the male sex at birth, but whose gender identity is female
- j) “*Transgender Male*” – Someone who was assigned female sex at birth, but whose gender identity is male

Purpose

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

Actions for Inclusion

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

Eligibility Guidelines – Exceptions

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

Eligibility Guidelines

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

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

- 7. At both recreational and competitive levels, an individual may participate in their expressed and identified gender category.

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

Confidentiality

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

Ongoing Monitoring

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

Resolving Gender Identity and Expression Issues

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

Appeal

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

CONCUSSION POLICY

Preamble

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

Definitions

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

Purpose

5. FHA is committed to ensuring the safety of those participating in the sport of field hockey. FHA recognizes the increased awareness of concussions and their long-term effects and believes that prevention of concussions is paramount to protecting the health and safety of Participants.
6. This Policy provides guidance in identifying common signs and symptoms of a concussion, protocol to be followed in the event of a possible concussion and return to participation guidelines should a concussion be diagnosed. Awareness of the signs and symptoms of concussion and knowledge of how to properly manage a concussion is critical to recovery and helping to ensure the individual is not returning to physical activities too soon, risking further complication.

Recognizing Concussions

7. If any of the following **red flags** are present, an ambulance should be called and/or an on-site licensed

healthcare professional should be summoned:

- a) Neck pain or tenderness
- b) Double vision
- c) Weakness or tingling / burning in arms or legs
- d) Severe or increasing headache
- e) Seizure or convulsion
- f) Loss of consciousness
- g) Deteriorating conscious state
- h) Vomiting more than once
- i) Increasingly restless, agitated, or combative
- j) Getting more and more confused

8. The following **observable signs** may indicate a possible concussion:

- a) Lying motionless on the playing surface
- b) Slow to get up after a direct or indirect hit to the head
- c) Disorientation or confusion / inability to respond appropriately to questions
- d) Blank or vacant look
- e) Balance or gait difficulties, motor incoordination, stumbling, slow laboured movements
- f) Facial injury after head trauma

9. A concussion may result in the following **symptoms**:

- a) Headache or “pressure in head”
- b) Balance problems or dizziness
- c) Nausea or vomiting
- d) Drowsiness, fatigue, or low energy
- e) Blurred vision
- f) Sensitivity to light or noise
- g) More emotional or irritable
- h) “Don’t feel right”
- i) Sadness, nervousness, or anxiousness
- j) Neck pain
- k) Difficulty remembering or concentrating
- l) Feeling slowed down or “in a fog”

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

- a) What venue are we at today?
- b) Who scored last in this game?
- c) Which period is it?
- d) What team did you play last game?
- e) Did your team win last game?

Removal from Sport Protocol

11. In the event of a Suspected Concussion where there are **observable signs** of a concussion, **symptoms** of a concussion, or a failure to correctly answer **memory questions**, the Participant should be immediately removed from participation by a designated person.

12. After removal from participation, the following actions should be taken:

- a) The designated person who removed the Participant should consider calling 9-1-1;
- b) FHA must make and keep a record of the removal;
- c) The designated person must inform the Participant’s parent or guardian if the Participant is younger

than 18 years old, and the designated person must inform the parent or guardian that the Participant is required to undergo a medical assessment by a physician or nurse practitioner before the Participant will be permitted to return to participation; and

- d) The designated person will remind the Participant, and the Participant's parent or guardian as applicable, of FHA's Return-to-Sport protocol as described in this Policy.

13. Participants who have a Suspected Concussion and who are removed from participation should:

- a) Be isolated in a dark room or area and stimulus should be reduced
- b) Be monitored
- c) Have any cognitive, emotional, or physical changes documented
- d) Not be left alone (at least for the first 1-2 hours)
- e) Not drink alcohol
- f) Not use recreational/prescription drugs
- g) Not be sent home by themselves
- h) Not drive a motor vehicle until cleared to do so by a medical professional

14. A Participant who has been removed from participation due to a suspected concussion should not return to participation until the Participant has been assessed medically, preferably by a physician who is familiar with the [Sport Concussion Assessment Tool – 5th Edition \(SCAT5\)](#) (for Participants over the age of 12) or the [Child SCAT5](#) (for Participants between 5 and 12 years old), even if the symptoms of the concussion resolve.

Re-Evaluate

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

Rest and Rehabilitation

16. Participants with a diagnosed SRC should rest during the acute phase (24-48 hours) but can gradually and progressively become more active so long as activity does not worsen the Participant's symptoms. Participants should avoid vigorous exertion.

17. Participants must consider the diverse symptoms and problems that are associated with SRCs. Rehabilitation programs that involve controlled parameters below the threshold of peak performance should be considered.

Refer

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

Recovery and Return to Sport

19. SRCs have large adverse effects on cognitive functioning and balance during the first 24-72 hours after injury. For *most* Participants, these cognitive defects, balance and symptoms improve rapidly during the first two weeks after injury. An important predictor of slower recovery from an SRC is the severity of the Participant's initial symptoms following the first few days after the injury.

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

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

Table 1 – Return to Sport Strategy

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

Reconsider

27. The 2017 Concussion in Sport Group (CISG) considered whether certain populations (children, adolescents, and elite athletes) should have SRCs managed differently.
28. It was determined that all Participants, regardless of competition level, should be managed using the same SRC management principles.
29. Adolescents (13 to 18 years old) and children (5 to 12 years old) should be managed differently. SRC symptoms in children persist for up to four weeks. More research was recommended for how these groups should be managed differently, but the CISG recommended that children and adolescents should first follow a Return to School strategy before they take part in a Return to Sport strategy. A Return to School strategy is described below.

Stage	Aim	Activity	Stage Goal
1	Daily activities at home that do not give the child symptoms	Typical activities of the child during the day as long as they do not increase symptoms (e.g., reading, texting, screen time). Start with 5–15min at a time and gradually build up	Gradual return to typical activities

2	School activities	Homework, reading or other cognitive activities outside of the classroom	Increase tolerance to cognitive work
3	Return to school part-time	Gradual introduction of schoolwork. May need to start with a partial school day or with increased breaks during the day	Increase academic activities
4	Return to school full time	Gradually progress school activities until a full day can be tolerated	Return to full academic activities and catch up on missed work

Table 2 – Return to School Strategy

Residual Effects

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

Risk Reduction and Prevention

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

Non-Compliance

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

TRAVEL POLICY

Purpose

1. The purpose of this Policy is to inform athletes, parents, and coaches travelling to events outside of the Province of Alberta of their responsibilities and the expectations of FHA.

Application of this Policy

2. Specific individuals have responsibilities when teams travel outside of the province. These individuals include:
 - a) Parents traveling with the athlete
 - b) Parents not traveling with the athlete
 - c) Chaperones
 - d) Coaches
 - e) Team Managers
 - f) Athletes

Travel Consent Form

3. Minor athletes traveling with individuals other than their parent/guardian must keep with them a Travel Consent Form (signed by their parent/guardian). A Travel Consent Form is provided as **Appendix A.-**

Responsibilities

4. Parents traveling with a minor athlete are responsible for their child during the entirety of the event and have the following additional responsibilities:
 - a) Pay all event fees prior to the start of travel
 - b) Register for event accommodations in a timely manner. Accommodations outside of those arranged by the manager (such as staying with family, or at a different hotel) must be approved by the coach in advance of arrangements being made
 - c) Punctual drop off and pick up of their children at times and places indicated by coaches
 - d) Adhere to coach or manager requests for parent meetings, team meetings, or team functions and be punctual to such events
 - e) Adhere to coach requests for athlete curfew times
 - f) Adhere to coach requests for limiting outside activities (swimming, shopping, etc.)
 - g) Report any athlete illness or injury
 - h) Report any incident likely to bring discredit to FHA
 - i) Adhere to FHA's policies and procedures, particularly the *Code of Conduct and Ethics*
 - j) If travelling outside of Canada, ensure that all passports are valid and not expired
5. Parents not traveling with the athlete have the following responsibilities:
 - a) Assign to their child a chaperone from among the other parents in attendance. The chaperone may not be a team coach, assistant coach, or manager
 - b) Provide the chaperone with a Travel Consent Form
 - c) Provide the chaperone with emergency contact information
 - d) Provide the chaperone with any necessary medical information
 - e) Pay all event fees prior to the start of travel
 - f) Provide the child with enough funds to pay for food and incidentals
 - g) If travelling outside of Canada, ensure that all passports are valid and not expired
6. Chaperones have the following responsibilities:
 - a) Obtain and carry any Travel Consent Forms, emergency contact information, and medical information

- b) Punctual drop off and pick up of their children at times and places indicated by coaches
- c) Adhere to coach or manager requests for parent meetings, team meetings, or team functions and be punctual to such events
- d) Adhere to coach requests for athlete curfew times
- e) Adhere to coach requests for limiting outside activities (swimming, shopping, etc.)
- f) Report any athlete illness or injury
- g) Report any incident likely to bring discredit to FHA
- h) Inspect hotel rooms rented for damage before check-in and after check-out. Report any damage to the coach
- i) Approve visitors to the athlete accommodations, at their discretion
- j) Adhere to FHA's policies and procedures, particularly the *Code of Conduct and Ethics*

7. Coaches have the following responsibilities:

- a) Arrange all team meetings and training sessions
- b) Determine curfew times
- c) Work in close co-operation with the chaperones on all non-sport matters
- d) Report to FHA any incident likely to bring discredit to FHA
- e) Together with the chaperones, decide temporary disciplinary action to be taken at the scene of an incident, and report such incident and action to the parents of the athletes involved as well as to FHA for further disciplinary action, if applicable, under FHA's *Discipline and Complaints Policy*
- f) Adhere to FHA's policies and procedures, particularly the *Code of Conduct and Ethics*

8. Team/Event Managers have the following responsibilities:

- a) Ensure an appropriate chaperone-to-athlete ratio that does not exceed five athletes per chaperone
- b) Organize accommodations and inform parents and chaperones how to register and pay for accommodations
- c) Room female and male athletes separately. Coaches and chaperones must be roomed separately from athletes, unless the athlete is the child of the coach or chaperone
- d) Coordinate and collect all travel expenses from parents

9. Athletes have the following responsibilities:

- a) Arrive at each event ready to participate
- b) Make any visitor requests to chaperones before the visit is expected
- c) Represent FHA to the best of their abilities at all times
- d) Communicate any problems or concerns to the coaches and chaperone just as they would their own parents
- e) Check in with the chaperone when leaving their rooms
- f) Not leave the hotel alone or without permission of the coach/chaperone and check-in when returning
- g) Adhere to FHA's policies and procedures, particularly the *Code of Conduct and Ethics*

Appendix A - Travel Consent Form

To whom it may concern,

I / we, the parent(s)/guardian(s) of _____ officially give my / our consent for my / our minor child to travel with the following individuals who are also associated with FHA:

My / our child was born on _____ at the location of _____. If required, my / our child's passport number is _____. Attached to this form is a list of any additional medical needs my / our child requires.

I / we understand that the event is a _____ which is located in _____. Barring extenuating circumstances, the event should last for a duration of _____ days between the dates of _____ and _____.

If there are any questions about the consent provided, I / we can be reached at the following telephone number(s) _____ and the following email addresses

_____.

Sincerely,

Signed, _____

Dated, _____

CONFLICT OF INTEREST POLICY

Definitions

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

Background

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

Purpose

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

Obligations

5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative’s personal interest and the interests of FHA, shall always be resolved in favour of FHA.
6. Representatives will not:
 - a) Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with FHA, unless such business, transaction, or other interest is properly disclosed to FHA and approved by FHA
 - b) Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration or who might seek preferential treatment
 - c) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest, financial or otherwise
 - d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with FHA, if such information is confidential or not generally available to the public
 - e) Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of FHA, or in which they have an advantage or appear to have an advantage on the basis of their association with FHA

- f) Without the permission of FHA, use FHA's property, equipment, supplies, or services for activities not associated with the performance of their official duties with FHA
- g) Place themselves in positions where they could, by virtue of being a Representative of FHA, influence decisions or contracts from which they could derive any direct or indirect benefit
- h) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Representative of FHA

Disclosure of Conflict of Interest

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

Minimizing Conflicts of Interest in Decision-Making

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

Conflict of Interest Complaints

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

14. Failure to comply with an action as determined by the Board will result in automatic suspension from FHA until compliance occurs.
15. The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.

Enforcement

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

16.1. All official declarations will be forward to ED for distribution to relevant Directors. Files will be stored/ secured via current information management system.

Appendix A – Conflict of Interest – Declaration Form

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

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

[Parent-Coach conflict] [Vendor-Board Member]

Name

Signature

Date

FINANCIAL POLICY

Definitions

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

Purpose

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

Budget and Reports

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

Fiscal Year

7. FHA’s fiscal year will be as described in FHA’s Bylaws.

Banking – Revenue

8. Registration fees shall be reviewed annually by the Vice-President of Finance (or designate) who will make recommendations to the Board; which shall approve fees for each year well in advance of the start of the registration year.
9. All money received by FHA will be placed into a general fund and will be used for all necessary and permitted purposes for the operation of FHA, as determined by FHA’s Board.
10. All money received by FHA will be deposited, in the name of FHA, with a reputable financial institution.

Signing Officers

11. All contracts, documents, or any other instruments in writing requiring the signature of FHA shall be signed by at least two of the following:
 - a) Executive Director
 - b) President
 - c) Vice-President of Finance
 - d) A Director appointed by the Board as a signing authority
12. Any contracts, documents or any other instruments in writing which have been approved in FHA’s budget that are under \$10,000 are not subject to this section and may be executed by the Vice-President of Finance or any individual delegated such signing authority by the Board.
13. All cheques of \$10,000 or above require signatures from two (2) of the following:
 - a) Executive Director

- b) President
- c) Two Directors appointed by the Board as signing authorities

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

Expenses

- 15. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by FHA's Vice-President of Finance (or designate).
- 16. Approved expenses are to be claimed and reported no later than thirty (30) days following the date of the expense. Expenses submitted beyond the thirty (30) day reporting requirement will be paid only upon the Board's approval.
- 17. Any expenditure not approved within the annual budget will be approved by the Board prior to any such expenditure. Without the Board's approval, the expenditure will not be paid by FHA unless determined otherwise by the Board.

Accounts

- 18. Accounts receivable terms are net ninety (90) days from the date of invoice.
- 19. Accounts payable will be paid within the terms of the supplier invoice. Where no terms are specified, accounts will be paid within thirty (30) days.

Credit Card

- 20. With the approval of the Board, FHA may acquire credit cards for the use of staff members who are required to make purchases on a regular basis for travel, accommodation, and other expenses related to their duties on behalf of FHA. The Board will determine who receives credit cards and what the credit card limits will be.
- 21. Credit card holders will be responsible for all charges made on credit cards issued in their name.
- 22. Credit cards must only be used for authorized payments that include:
 - a) Payment of actual and reasonable expenses incurred on authorized business, including travel and accommodation, where it is not feasible for these costs to have been paid in advance of the expense being incurred or for the costs to be invoiced to FHA
 - b) Purchase of goods or budgeted items
- 23. For the purposes of this Policy, expenses included in an annual budget as approved by the Board are considered to be authorized. Expenses that fall outside the approved budget must be approved before being charged to a credit card.
- 24. Credit cards are not to be used for any personal expenses.
- 25. All expenses charged to a credit card should be supported by a credit card receipt issued by the merchant or a detailed supplier invoice to confirm that the expenses are properly incurred on business of FHA.
- 26. Under no circumstances are cash advances to be drawn on credit cards.
- 27. In addition, the following individuals have credit card responsibilities:
 - a) Cardholders must:
 - i. not allow another person to use the card

- ii. protect the pin number of the card
 - iii. only purchase within the credit limit of the card
 - iv. notify the credit card company if the card is lost or stolen
 - v. keep the card with them at all times, or in a secure location
 - vi. forward to FHA's Vice-President of Finance (or designate), on a monthly basis, all receipts for expenses charged to the card in the previous month
 - vii. surrender the credit card upon the cardholder ceasing to perform the role for which the card was issued
- b) FHA's Vice-President of Finance (or designate) must:
- i. ensure that each credit card issued to an individual is paid in full on a monthly basis
 - ii. review and reconcile each credit card statement on a monthly basis
 - iii. bring to the attention of the Board any credit card expense which does not appear to be authorized under this policy
 - iv. recover from the cardholder any funds owing for unauthorized expenses

Expense Claims

28. Representatives may submit expense claims to the Vice-President of Finance (or designate) for personal expenses incurred in performing their duties for FHA. Generally, only expenses pre-approved by FHA's Vice-President of Finance (or designate) will be reimbursed – and only within three months of the incurred expense. Expense claims must include:
- a) The exact amount of each separate expense
 - b) The date on which the expense occurred
 - c) The place and location of the expense
 - d) The purpose of the expense
 - e) A receipt for the expense
29. Representatives may submit expense claims to FHA's Vice-President of Finance (or designate) for travel and/or accommodation expenses for conferences, tournaments, provincial meetings, or national meetings; provided the expected expense reimbursement amount is pre-approved by FHA Vice-President of Finance (or designate).
30. Generally, no cash advances will be provided. If there is a need for a cash advance, a request must be made to the Vice-President of Finance for approval of the advance.
31. Expenses will be reimbursed in amounts outlined in the following table:

Expense	Rate	Notes
Travel – Mileage up to 50 km return travel	Nil	
Travel – Mileage over 50 km return travel	\$0.40 per kilometre	
Travel – Air	Lowest economy	Prior approval required
Breakfast	\$14.00	Receipts not required
Lunch	\$15.00	Receipts not required
Dinner	\$22.00	Receipts not required
Full Day	\$51.00	Receipts not required
Accommodation	Double occupancy	All personnel unless specified

Accommodation	Single occupancy	Only the President
Accommodation with Friends or Family	\$12.00 / day	Receipts not required
Travel Status (conducting the business of FHA for at least 12 hours a day)	\$10.00 / day inside Canada \$20.00 / day outside Canada	
Incidental expenses	Actual cost	Receipt required

32. FHA will not reimburse for costs above the specified rates without prior approval of the Vice-President of Finance. Where costs above the specified rates are approved, receipts must be provided.

Travel and Accommodation Expenses

33. Air travel is to be booked through FHA whenever possible. Air travel including fares and itineraries is to be approved in advance by the Vice-President of Finance (or designate). In no circumstance will fares above the economy fare be reimbursed. Car travel will be reimbursed at the mileage rate specified in this Policy. Car rentals will be reimbursed where authorized. Reimbursement will be for compact size cars through an authorized agency at the most economical rate possible. Individuals are expected to travel as foot-passengers where possible. Advance booking fees will be reimbursed where required by the nature and purpose of the travel.

34. Whenever possible, the Representatives who are attending the same event should travel together and stay with friends or event organizers where possible. However, only the driver may submit car-related expenses

35. Accommodation will be reimbursed based on single occupancy for FHA's President. All other accommodation will be reimbursed based on double occupancy.

36. FHA will not provide reimbursement for parking tickets, speeding tickets or fines for any other violations.

37. A Representative attending an event where meals are not provided may request a per-diem allowance before attending the event. Per-diem rates are listed in the above table and do not require receipts. Individuals will not be reimbursed where meals are provided as part of an event or where meals are included in the accommodation rate.

Other Expenses

38. Representatives may be reimbursed for long distance telephone calls provided the expenses were FHA-related. Expense claims for telephone expenses must include the name of the person called, their connection to FHA, and the purpose of the call. Telephone expenses in excess of \$80.00 will not be reimbursed.

39. Actual and reasonable expenses for items such as parking, telephones and copying may be reimbursed. Receipts must be provided for all such expenses.

NSF Charges

40. FHA will charge add a twenty-five dollars (\$25.00) charge on all NSF Cheques.

Replacement Cheques

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

42. Cheques that need to be replaced due to loss will be assessed a five dollar (\$5.00) administration fee.
43. Lost or missing cheques that have not been claimed by FHA's year end will not be reissued.

CONFIDENTIALITY POLICY

Definitions

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

Purpose

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

Scope and Application

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

Responsibilities

6. Representatives and Individuals will not, either during the period of their involvement/employment with FHA or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives and Individuals will not use, reproduce, or distribute Confidential Information without the express written consent of FHA.
8. All documents and written materials relating to Confidential Information will remain the property of FHA and, upon cessation of involvement/employment with FHA, for any reason, or upon request of FHA, Representatives will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.

Intellectual Property

9. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement

with FHA will be owned solely by FHA, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. FHA may grant permission for others to use its intellectual property.

Enforcement

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

WORKPLACE HARASSMENT POLICY

Application

1. This Policy applies to all individuals who perform work for FHA including employees, managers, supervisors, temporary workers, volunteers, student volunteers, part-time workers, the Board of Directors, and independent contractors (“Workers”) who feel they have been harassed within the Workplace.
2. Incidents of wrongdoing or misconduct observed or experienced by participants, volunteers, spectators, parents of participants, or other individuals not employed or contracted by FHA can be reported under the terms of the *Discipline and Complaints Policy*.

Purpose

3. FHA is committed to providing an environment in which all Workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace.

Definitions

4. The following terms are defined in the *Code of Conduct and Ethics*:
 - Harassment
 - Sexual Harassment
 - Sexual Violence
 - Sexual Assault
5. The following terms are defined in **Appendix A**:
 - Bullying
 - Workplace
 - Workplace Harassment
 - Workplace Violence
6. Importantly, reasonable action taken by FHA relating to the management and direction of Workers or the Workplace (e.g., scheduling or conducting an annual performance review) is not Workplace Harassment.

Reporting Sexual Violence and Sexual Assault

7. Sexual Violence and Sexual Assault (defined in **Appendix A**) are serious crimes and should be immediately reported to the proper authorities, including FHA.
8. If you have experienced or witnessed Sexual Violence or Sexual Assault:
 - Go to a Safe Place
 - Call your local Police or go to the nearest police station
 - Call your local Rape Crisis Centre
 - Call your local Victim Services Organization
 - Report the experience to FHA (strongly recommended if the incident involved a staff member with FHA)

Responsibilities

9. All workers are expected to read, understand and adhere to this Policy.
10. Managers are responsible to take appropriate preventive or corrective action and to put a stop to any harassment they are aware of, whether or not a complaint is filed. Failure to take appropriate action may result in disciplinary measures being imposed on the manager as well as the offending person.
11. In addition, management’s responsibility is to ensure all complaints or incidents of workplace harassment

are investigated and dealt with in a fair, respectful and timely manner.

12. Management will also ensure that all Workers receive annual training on Workplace Harassment and supervisors and managers will receive advanced training. Proof of completion will be placed in each Worker's file.

Procedures

Reporting Workplace Harassment

13. If a Worker feels that they are being harassed, the Worker should first advise the person harassing them to stop, if they feel comfortable in doing so. If the Worker does not feel comfortable doing so, or if the harassment continues, the Worker is encouraged to report any incidents of Workplace Harassment to the appropriate person. Workers are not to be penalized or disciplined for reporting an incident or for participating in an investigation involving Workplace Harassment.

Where to File a Workplace Harassment Report

14. An incident or a complaint of Workplace Harassment should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated in a timely manner.
15. A Workplace Harassment incident or complaint must be reported directly to the Workplace Harassment Officer:
[Harassment Officer- Executive Director or VP Admin depending on possible conflict of interest]
16. If the Workplace Harassment Officer is the alleged harasser, the Worker should report the complaint to the President.
17. All incidents or complaints of Workplace Harassment shall be kept confidential except to the extent necessary to protect Workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

How to File a Workplace Harassment Report

18. Workers may report incidents or complaints of harassment verbally or in writing. When submitting a written complaint, Workers are asked to use the Workplace Harassment Incident Report Form (**Appendix B**). When reporting verbally, the Workplace Harassment Officer along with the Worker will complete the Workplace Harassment Incident Report Form.
19. The report of the incident should include the following information:
 - a) Name(s) and contact information of the Worker who has allegedly experienced harassment
 - b) Name(s) and contact information, if available, of the alleged harasser(s)
 - c) Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)
 - d) Details of what happened including date(s), frequency and location(s) of the alleged incident(s)
 - e) Any supporting documents the Worker may have that are relevant to the complaint (e.g., emails, texts, etc.).
 - f) A list any documents that may be relevant to the complaint.

What Happens After Filing a Workplace Harassment Report

20. All incidents or complaints will be kept confidential except to the extent necessary to protect the Worker, to investigate the complaint or incident, to take corrective action, or otherwise as required by law.

21. In particular, the Workplace Harassment Officer may inform the Executive Director and/or the Board of Directors that a Workplace Harassment complaint has been filed and needs to be investigated. The Workplace Harassment Officer may recommend that the investigation be conducted by an outside third party and the Executive Director and/or Board of Directors may not unreasonably withhold funding for any outside third party investigator.
22. The Workplace Harassment Officer is not required to reveal the name(s) of the Worker and alleged harasser(s), or details of the incident, at this stage of the process unless the safety of students or Workers may be at risk and/or if temporary action (e.g., a suspension of the alleged harasser(s) while an investigation takes place) is required.

Response to Workplace Harassment Complaints

Investigation

23. FHA will ensure that an investigation is conducted when it becomes aware of an incident of Workplace Harassment or receives a complaint of Workplace Harassment. If an Internal Investigation is not possible or appropriate, an external Investigator qualified to conduct a Workplace Harassment investigation and who has knowledge of the relevant Workplace Harassment laws will be retained to conduct the investigation.
24. The Workplace Harassment Officer will send written notice to the alleged harasser that an investigation of a report of Workplace Harassment under this Policy is being initiated and will provide the name of the Investigator. This notice will include the particulars of the incident reported and indicate that the alleged harasser will have an opportunity to respond to the allegations.

Timing of the Investigation

25. The investigation will be completed in a timely manner and generally within 60 days or less unless there are extenuating circumstances (i.e., illness, complex investigation) warranting a longer investigation.

Investigation Process

26. The Investigator will conduct the investigation in a manner befitting the Investigator's experience and recommendations with such matters, with the following guidelines:
 - The Investigator will ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation.
 - The Investigator will interview the Worker who allegedly experienced Workplace Harassment and the alleged harasser(s), if the alleged harasser is a Worker of FHA. If the alleged harasser is not a worker, the Investigator will make reasonable efforts to interview the alleged harasser.
 - The alleged harasser(s) will be given the opportunity to respond to the specific allegations raised by the Worker.
 - The Investigator will interview any relevant witnesses employed by FHA who may be identified by either the Worker who allegedly experienced the Workplace Harassment, the alleged harasser(s) or as necessary to conduct a thorough investigation. The Investigator will make reasonable efforts to interview any relevant witnesses who are not employed by FHA if there are any identified.
 - The Investigator will collect and review any relevant documents.
 - The Investigator will take appropriate notes and statements during interviews with the Worker who allegedly experienced Workplace Harassment, the alleged harasser and any witnesses.

- The Investigator will provide the alleged harasser with a reasonable opportunity to respond in writing or orally to the allegations. If the response is oral, the Investigator should normally confirm the content of the response with the alleged harasser in writing. If they do not respond within a reasonable timeframe set by the Investigator, or chooses not to participate in the investigation, the Investigator may proceed in the absence of their response.
- The Investigator will prepare a written Investigator's Report summarizing the steps taken during the investigation, the complaint, the allegations of the Worker who allegedly experienced the workplace harassment, the response from the alleged harasser, the evidence of any witnesses, and the evidence gathered. The Investigator's Report will set out the findings of fact and come to a conclusion about whether or not, on a balance of probabilities, Workplace Harassment occurred.

Results of the Investigation

27. Within ten (10) business days of the investigation being completed, the Worker who allegedly experienced the workplace harassment and the alleged harasser, if he or she is a Worker of FHA, will be informed in writing of the results of the investigation, and optionally an executive summary, but they are not to be sent the full Investigator's Report.
28. The parties will also be informed of any corrective action taken or that will be taken by FHA to address Workplace Harassment.

Confidentiality

29. Information about complaints and incidents will be kept confidential to the extent possible. Information obtained about an incident or complaint of Workplace Harassment, including identifying information about any individuals involved, will not be disclosed unless disclosure is necessary to protect Workers, to investigate the complaint or incident, or to take corrective action or otherwise as required by law.
30. While the investigation is on-going, the Worker who has allegedly experienced harassment, the alleged harasser(s) and any witnesses must not discuss the incident or complaint or the investigation with each other or other workers or witnesses unless necessary to obtain advice about their rights. The Investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation. All records of the investigation will be kept confidential.

Handling of Complaints

31. While the investigation is underway, the Workplace Harassment Officer will consider whether interim measures are necessary to minimize contact between the complainant and the accused harasser. Interim measures will be reasonable for the circumstances and may include granting time off, suspension, assigning different shifts, etc.

Disciplinary Action

32. Harassment by a Worker is a serious offence. If an accusation is substantiated, the harasser will be subject to immediate disciplinary action, up to and including dismissal.
33. After receiving the results of the investigation from the Workplace Harassment Officer, the Executive Director and/or Board of Directors will consider the evidence, the nature of the harassment, whether physical contact was involved, whether the situation was isolated, and whether there was an abuse of power to determine what is the appropriate corrective action.
34. Disciplinary actions may include:

- Verbal or written apologies
- A letter of reprimand or suspension
- A referral to counselling
- Remedial training
- Schedule changes
- Termination of employment
- Referral to police or other legal authorities

Unsubstantiated Complaints and Retaliation

35. Intentionally accusing someone of harassment, known to be false, is a serious offence and may be subject to disciplinary action. FHA reserves the right to discipline those whose complaints are frivolous or vexatious.
36. Any interference with the conduct of an investigation, or retaliation against the Worker filing the complaint, the alleged harasser, or witness, may itself result in disciplinary action.

Record Keeping

37. FHA will keep records of the investigation including:
- A copy of the complaint or details about the incident;
 - A record of the investigation including notes;
 - A copy of the Investigator's Report (if any);
 - A summary of the results of the investigation that was provided to the Worker who allegedly experienced the Workplace Harassment and the alleged harasser, if a Worker of FHA; and
 - A copy of any corrective action taken to address the complaint or incident of Workplace Harassment.
38. All records of the investigation will be kept confidential. Records will be kept indefinitely. If the investigation does not find evidence to support the complaint, no record will be kept in the file of the alleged harasser. When the investigation finds harassment occurred, the incident and the corrective action will be recorded in the harasser's personnel file.

Appendix A - Definitions

1. **Bullying** – Bullying occurs when an individual or a group of people, with more power, repeatedly and intentionally cause hurt or harm to another person or group of people who feel helpless to respond. Bullying can continue over time and is likely to continue if no action is taken.

Bullying is not:

- a) single episodes of social rejection or dislike
- b) single episode acts of nastiness or spite
- c) random acts of aggression or intimidation
- d) mutual arguments, disagreements or fights

The above actions can cause great distress. However, they do not fit the definition of bullying, and they're not examples of bullying unless someone is deliberately and repeatedly doing them.

2. **Workplace** - Any place where business or work-related activities are conducted. Workplaces include but are not limited to, FHA's office, work-related social functions, work assignments outside FHA's offices, work-related travel, work-related conferences or training sessions, and competition venues and hotels.
3. **Workplace Harassment** – Vexatious comment or conduct against a worker in a Workplace that is known or ought reasonably to be known to be unwelcome. Workplace Harassment should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute Workplace Harassment include, but are not limited to:
 - i. Bullying;
 - ii. Workplace pranks, vandalism, bullying or hazing;
 - iii. Repeated offensive or intimidating phone calls or emails;
 - iv. Inappropriate sexual touching, advances, suggestions or requests;
 - v. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
 - vi. Psychological abuse;
 - vii. Excluding or ignoring someone, including persistent exclusion of a particular 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.
4. **Workplace Violence** – The use of or threat of physical force by a person against a worker in a Workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker in a Workplace that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a Workplace that could cause physical injury to the worker. Types of behaviour that constitute Workplace Violence include, but are not limited to:
 - i. Verbal or written threats to attack;
 - ii. Sending to or leaving threatening notes or emails;

- iii. Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
- iv. Wielding a weapon in a Workplace;
- v. Hitting, pinching or unwanted touching which is not accidental;
- vi. Dangerous or threatening horseplay;
- vii. Physical restraint or confinement;
- viii. Blatant or intentional disregard for the safety or wellbeing of others;
- ix. Blocking normal movement or physical interference, with or without the use of equipment;
- x. Sexual violence; and
- xi. Any attempt to engage in the type of conduct outlined above.

Appendix B – Workplace Harassment Complaint Form

Date:

Your name, position, and contact information:

Have you been harassed? _____ or, did you witness what you are about to report? _____

Name(s) of alleged harasser(s), and position and contact information if available:

Details of the complaint of workplace harassment:

Please describe in as much detail as possible the harassment incident(s), including: (a) the names of the parties involved; (b) any witnesses to the incident(s); (c) the location, date and time of the incident(s); (d) details about the incident(s) (behaviour and/or words used); (e) any additional details. Attach additional pages if required.

Relevant documents/evidence:

Attach any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted. If you are not able to attach documents and they are relevant to your complaint, please list the documents below. If someone else has relevant documents, please note that below.

HUMAN RESOURCES POLICY

Definitions

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

Purpose

2. FHA employs staff, as necessary, to manage the daily tasks required of a provincial sport organization. FHA’s Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and the *Alberta Employment Standards Code* will govern the terms and conditions of employment with FHA.

Legal Requirements

3. FHA is subject to the statutory requirements of the *Employment Standards Code* (hereinafter the “Code”) and therefore will comply with its requirements in dealings with Employees.

Application of this Policy

4. This Policy applies to FHA’s Full-Time Employees, Part-Time Employees, and Term Employees.
5. FHA may hire summer students, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their *Employment Agreement* and the Code.
6. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of FHA. In all instances where these individuals are contracted by FHA, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

Employer-Employee Relationship

7. FHA recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, FHA provides its Employees with:
 - a) Meaningful work which provides opportunities for professional development and personal achievement
 - b) A safe, healthy, and rewarding work environment
 - c) An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork

- d) An evaluation system based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations
 - e) An evaluation system that provides positive and constructive feedback on performance
8. FHA expects its Employees to:
- a) Apply and adhere to FHA's policies and organizational values
 - b) Use their best efforts to advance the interests of FHA
 - c) Perform their duties to the best of their abilities
 - d) Seek a high level of performance results
 - e) Act professionally in the discharge of their employment responsibilities
 - f) Provide open and direct communication
 - g) Ensure the integrity of their personal conduct
 - h) Provide FHA with any changes to the Employee's name, address, phone number, and other personal information that FHA is required to maintain

Employment Agreement

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

Probationary Period

12. New Employees will be subject to a ninety (90) probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
13. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
14. The purpose of this probationary period is to provide an opportunity for both the Employee and FHA to evaluate their working relationship.
15. An employee who transfers within FHA to a new position will have a probationary period of three months in the new position. During this probationary period FHA may, at its sole discretion and for any reason, require the employee to return to his or her previous position without notice and without compensation.
16. At the end of the probationary period, a formal work performance evaluation will be conducted. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

Lead Supervisor

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

Attendance, Work Hours, and Supervision

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

Job Responsibilities, Performance, and Review

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

Vacation and Holidays

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

29. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
30. All vacations will be approved in advance by the Lead Supervisor. The Lead Supervisor retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at once. Vacation requests for one week or more will be submitted to the Lead Supervisor, in writing, no later than two months prior to the requested vacation date.
31. Term Employees will be paid vacation pay at a rate of four percent (4%) of the Employees' earnings during the first four (4) years of employment and six percent (6%) in the fifth and subsequent years of employment, payable bi-monthly or on the termination of employment.
32. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
33. Employees are entitled to the paid public holidays in accordance with the Code.
34. An Employee is eligible for paid public holidays if the Employee has worked for FHA for at least thirty (30) working days in the year before the holiday, worked their last scheduled day of work before the holiday, and worked the first scheduled work day after the holiday.

Leave

35. The following sections endeavour to incorporate current Alberta and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.
36. Personal leave is available to Full-Time and Part-Time Employees after their probationary period has been successfully completed. All Full-Time and Part-Time Employees are entitled to five (5) days unpaid personal leave days. Personal leave days will NOT be accumulated, carried over, or paid out upon termination.
37. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least effects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.
38. Full-time Employees are entitled to up to three (3) days of paid leave for bereavement or compassionate purposes.
39. Maternity leave and parental leave will be in accordance with the Code.
40. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to FHA may result in termination of the Employee.

Salary and Benefits (IF APPLICABLE)

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

Salary

42. The salary of each Employee will consist of a base salary and may include performance incentives.

43. Salary will be paid twice a month, on the 15th and last day of each month, unless payday falls on weekends or statutory holidays, in which case the payday will be moved to the last working day before the holiday.
44. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
45. Payment will be made either by cheque or by direct payment to the employee's bank account. Payment covers the pay period up to and including payday. If an employee takes his or her vacation during a payday, he or she may request an advance of the bi-monthly pay to be received on the payday preceding the vacation. To receive an advance in this manner, the supervisor must inform the payroll department six (6) working days before the payday when the advance is to be made.
46. Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
47. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Board of Directors. In carrying out this review, the Board of Directors will have regard to salaries paid by comparable organizations.

Benefits

48. Full-Time and Part-Time Employees working twenty-one (21) hours per week or more are eligible for health benefits as defined in their *Employment Agreement* and as offered by Alberta Blue Cross after three continuous months of employment with FHA. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
49. The cost of FHA's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by FHA. The Insurance Plan offers the following coverage: update as of Jan 2021
 - a) _____
 - b) _____
 - c) _____
50. If an employee's spouse is covered under another Benefits Plan, the Employee must choose which individual will be the primary wage earner for purposes of the Alberta Health Care Insurance Plan. Under no circumstances will FHA pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
51. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by FHA constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year end.
52. Term Employees are not entitled to health benefits.
53. Health benefits coverage will cease upon the Employee's termination. An Employee may convert such health benefits coverage upon termination by purchasing coverage from the policy holder on an individual basis.

Pregnancy/Parental Leave

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

Expense Compensation

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

Professional Development

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

57. FHA will support individual educational activities that:

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

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

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

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

Cellphones

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

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

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

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

Other Employment

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

Personal Belongings

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

Conduct and Discipline

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

67. FHA's Employees may be subject to disciplinary action should their conduct so warrant.

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

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

Unsatisfactory Work Performance or Work-Related Behaviour

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

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

71. Gross misconduct includes the following:

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

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

Termination

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

74. Employees will provide notice of their intention to leave the employment of FHA in accordance with the Code.

75. FHA may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice.

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

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

Grievance Procedure

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

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

PRIVACY POLICY

General

1. Background – Privacy of personal information is governed by the federal *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that FHA collects, uses, safeguards, discloses and disposes of personal information, and states FHA's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and FHA's interpretation of these responsibilities.
2. Alberta has provincial legislation similar to PIPEDA that applies first, before PIPEDA is applied. However, PIPEDA will still apply if any Personal Information crosses provincial borders. In Alberta, the Personal Information Protection Act (PIPA) applies before PIPEDA. The term 'Acts' in this Policy refers to both provincial and federal legislation.
3. Purpose – The purpose of this policy is to govern the collection, use and disclosure of personal information in the course of commercial activities in a manner that recognizes the right to privacy of individuals with respect to their personal information and the need of FHA to collect, use or disclose personal information.
4. Definitions – The following terms have these meanings in this Policy:
 - a) "*Commercial Activity*" – Any particular transaction, act or conduct that is of a commercial character.
 - b) "*IP Address*" – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
 - c) "*Personal Information*" – any information about an individual that relates to the person's personal characteristics including, but not limited to: gender, age, income, home address or phone number, ethnic background, family status, health history, and health conditions
 - d) "*Representatives*" – Members, directors, officers, committee members, employees, coaches, officials, referees, managers, trainers, volunteers, administrators, contractors and participants within FHA

Application of this Policy

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

Obligations

7. Statutory Obligations – FHA is governed by the Acts in matters involving the collection, use and disclosure of personal information.
8. Additional Obligations – In addition to fulfilling all requirements of the Acts, FHA and its Representatives will also fulfill the additional requirements of this Policy. Representatives of FHA will not:
 - a) Disclose personal information to a third party during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;
 - b) Knowingly place themselves in a position where they are under obligation to any organization to disclose personal information;
 - c) In the performance of their official duties, disclose personal information to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest;

- d) Derive personal benefit from personal information that they have acquired during the course of fulfilling their duties with FHA; or
- e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of Personal Information.

Accountability

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

[Privacy Officer- Executive Director or member appointed by Operations Committee]

10. Duties – The Privacy Officer will:
- a) Implement procedures to protect personal information;
 - b) Establish procedures to receive and respond to complaints and inquiries;
 - c) Record all persons having access to personal information;
 - d) Ensure any third-party providers abide by this Policy; and
 - e) Train and communicate to staff information about FHA’s privacy policies and practices.
11. Employees – FHA shall be responsible to ensure that the employees, contractors, agents, or otherwise of FHA are compliant with the Acts and this Policy.

Identifying Purposes

12. Purpose – Personal information may be collected from Representatives and prospective Representatives for purposes that include, but are not limited to, the following:
- a) Receiving communications from FHA related to e-news, emails, bulletins, donation requests, invoices, notifications, merchandise sales, newsletters, programs, events and activities;
 - b) Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications;
 - c) Coach selection;
 - d) Database entry to determine level of officiating certification and qualifications;
 - e) Determination of eligibility, age group and appropriate level of competition;
 - f) Implementation of FHA’s screening program;
 - g) Promotion and sale of merchandise;
 - h) Medical emergency;
 - i) Athlete registration, outfitting uniforms, monitoring eligibility, arranging travel and various components of athlete and team selection;
 - j) Registration with FHA or at competitions;
 - k) Implementation of anti-doping policies and drug testing;
 - l) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion;
 - m) Purchasing equipment, manuals, resources and other products;
 - n) Publishing articles, media relations and posting on FHA website, displays or posters;
 - o) Determination of membership demographics and program wants and needs;
 - p) Managing payroll, health benefits, insurance claims and insurance investigations; and
 - q) Posting images, likeness or other identifiable attributes to promote FHA on its website, displays or posters.

13. Purposes not Identified – FHA shall seek consent from individuals when personal information is used for Commercial Activity not previously identified. This consent will be documented as to when and how it was received.

Consent

14. Consent – FHA shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. FHA may collect personal information without consent where reasonable to do so and where permitted by law.
15. Implied Consent – By providing personal information to FHA, individuals are consenting to the use of the information for the purposes identified in this policy.
16. Withdrawal – An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. FHA will inform the individual of the implications of such withdrawal.
17. Legal Guardians – Consent shall not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore shall be obtained from a parent, legal guardian or person having power of attorney of such an individual.
18. Exceptions for Collection – FHA is not required to obtain consent for the collection of personal information if:
 - a) It is clearly in the individual's interests and consent is not available in a timely way;
 - b) Knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or provincial law;
 - c) The information is for journalistic, artistic or literary purposes; or
 - d) The information is publicly available as specified in the Acts.
19. Exceptions for Use – FHA may use personal information without the individual's knowledge or consent only:
 - a) If FHA has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial or foreign law and the information is used for that investigation;
 - b) For an emergency that threatens an individual's life, health or security;
 - c) For statistical or scholarly study or research;
 - d) If it is publicly available as specified in the Acts;
 - e) If the use is clearly in the individual's interest and consent is not available in a timely way; or
 - f) If knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law.
20. Exceptions for Disclosure – FHA may disclose personal information without the individual's knowledge or consent only:
 - a) To a lawyer representing FHA;
 - b) To collect a debt the individual owes to FHA;
 - c) To comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
 - d) To a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or that suspects that the information relates

to national security or the conduct of international affairs; or is for the purpose of administering any federal or provincial law;

- e) To an investigative body named in the Acts or government institution on FHA's initiative when FHA believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;
- f) To an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law;
- g) In an emergency threatening an individual's life, health, or security (FHA must inform the individual of the disclosure);
- h) For statistical, scholarly study or research;
- i) To an archival institution;
- j) 20 years after the individual's death or 100 years after the record was created;
- k) If it is publicly available as specified in the regulations; or
- l) If otherwise required by law.

Limiting Collection, Use, Disclosure and Retention

- 21. Limiting Collection, Use and Disclosure – FHA shall not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in this Policy, except with the consent of the individual or as required by law.
- 22. Retention Periods – Personal information shall be retained as long as reasonably necessary to enable participation in FHA, to maintain accurate historical records and or as may be required by law.
- 23. Destruction of Information – Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

Safeguards

- 24. Safeguards – Personal information shall be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

Breaches

- 25. Breaches – FHA is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, personal information to the Office of the Privacy Commissioner if the breach, disclosure, or access may pose a “real risk of significant harm” to an individual. A “real risk of significant harm” is defined as: *“Bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property”*.
- 26. Reporting – FHA will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.
- 27. Records and Notification – In addition to reporting the breach or unauthorized access or disclosure, FHA will keep records of the breach and inform affected individuals.

Individual Access

- 28. Access – Upon written request, and with assistance from FHA, an individual may be informed of the existence, use and disclosure of his or her personal information and shall be given access to that information.

Further, an individual is entitled to be informed of the source of the personal information along with an account of third parties to whom the information has been disclosed.

29. Response – Requested information shall be disclosed to the individual within 30 days of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.
30. Denial – An individual may be denied access to his or her personal information if the information:
- a) Is prohibitively costly to provide;
 - b) Contains references to other individuals;
 - c) Cannot be disclosed for legal, security, or commercial proprietary purposes; or
 - d) Is subject to solicitor-client privilege or litigation privilege.
31. Reasons – Upon refusal, FHA shall inform the individual the reasons for the refusal and the associated provisions of the Acts.
32. Identity – Sufficient information shall be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.

Challenging Compliance

33. Challenges – An individual shall be able to challenge compliance with this Policy and the Acts to the designated individual accountable for compliance.
34. Procedures – Upon receipt of a complaint FHA shall:
- a) Record the date the complaint is received;
 - b) Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
 - c) Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within three (3) days of receipt of the complaint;
 - d) Appoint an investigator using Organization personnel or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) days of receipt of the complaint;
 - e) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a written report to FHA; and
 - f) Notify the complainant to the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) days of receipt of the complaint.
35. Whistleblowing – FHA shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within FHA or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:
- a) Disclosed to the commissioner that FHA has contravened or is about to contravene the Acts;
 - b) Has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene the Acts; or
 - c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the Acts.

IP Address

36. IP Address – FHA does not collect, use or disclose personal information such as an IP Addresses.

Applicable Law

37. Applicable Law – FHA website is created and controlled by FHA in the province of Alberta. As such, the laws of the province of Alberta shall govern these disclaimers, terms and conditions.

Appendix A – Consent

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

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

Appendix B – Website Disclaimer

FHA may include the copyright and legal disclaimer in the applicable section on FHA's website:

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

Outside Links – Links made available through the website may allow you to leave FHA site. Please be aware that the internet sites available through these links are not under the control of FHA. Therefore, FHA does not make any representation to you about these sites or the materials available there. FHA is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. FHA is not responsible for privacy practices employed by other companies or websites.

ANTI-DOPING POLICY

Definitions

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

Purpose

2. FHA is committed to clean sport in Canada and endorses the 2015 Canadian Anti-Doping Program and the World Anti-Doping Code. The purpose of this policy is to confirm that FHA has adopted the 2015 CADP as its primary domestic anti-doping policy.

Scope and Authority

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

Provisions

5. FHA is unequivocally opposed, on ethical, medical and legal grounds to the practice of doping in sport.
6. FHA has adopted and agrees to abide by the Canadian Anti-Doping Program, as administered by the CCES, and as it may be amended from time to time.
7. In the event of a conflict between other anti-doping policies established by FHA and the 2015 CADP, the 2015 CADP shall prevail.
8. FHA will provide regular information and news on the anti-doping program domestically and internationally and will arrange for the presentation of an anti-doping educational program with support material from the CCES to groups of athletes and coaches at camps and competitions whenever possible.
9. FHA will respect the sanctions applicable due to an anti-doping rule violation, whether imposed by WADA, the CCES, or any national or provincial sport organization.
10. FHA will comply with the CADP with respect to public announcements of positive test results.

11. All Individuals and persons sanctioned by virtue of the CADP will be ineligible to participate in any role and in any competition or activity organized, convened, held, or sanctioned by FHA as per the penalties imposed.

IMPAIRMENT AND ACCOMMODATION POLICY

Definitions

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

Purpose

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

Scope and Application of this Policy

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

Impairment

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

Signs of Impairment

8. Signs of impairment include, but are not limited to:

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

Accommodation

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

Disclosing Medical Prescription/Condition

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

Disclosing Substance Dependency

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

FHA Becomes Aware of Substance Dependency

13. FHA is aware that not all Individuals will disclose a diagnosed substance dependency. FHA understands that it has a duty to inquire when it recognizes **Signs of Impairment** (described in Section 8 of this Policy) that may require reasonable accommodation or for FHA to take necessary and proportionate steps to manage an Individual's diagnosed disability.
14. Should the Individual display signs of impairment, but not have or admit to a diagnosed substance dependency or ask for an accommodation, FHA will outline potential consequences of the Individual's behaviour (such as sanctions, complaints, or dismissal in the case of an employee or contractor).

Procedures

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

Substance Use by an Athlete

20. FHA is committed to clean sport and endorses the 2015 Canadian Anti-Doping Program and the World Anti-Doping Code. FHA confirms that it has adopted and/or commits to respect the 2015 CADP as its primary domestic anti-doping policy.
21. Athletes are responsible for knowing whether they are using or will need to use any prescription medication(s) that contain prohibited substances. The current List of Prohibited Substances can be found online on website of the World Anti-Doping Agency or the Canadian Centre for Ethics in Sport.
22. FHA will approach certain substance use by athletes in the following manner:
 - a) *Athlete requires the use of a prescription medication that contains a prohibited substance* – the athlete must consult with the Canadian Centre for Ethics and Sport ("CCES") to determine whether the athlete can obtain a Therapeutic Use Exemption.
 - b) *Athlete requires the use of a prescription medication that may cause impairment* – FHA shall determine whether the athlete may continue to train or compete while using a prescription medication that may cause impairment or whether any accommodations can be made while the athlete requires the use of the prescription medication. Such a determination will be made by FHA following consultation with relevant medical professionals and in consideration of the safety of the athlete and other participants.
 - c) *Athlete reveals diagnosed substance dependency* – FHA will provide the athlete with any assistance and/or resources that it can reasonably provide; direct the athlete to healthcare professionals as appropriate. Depending on the dependency, FHA may or may not decide to prohibit the athlete from participating in training or competitions, either as a sanction (as described in this Policy or in any

other relevant and applicable policy, including FHA's *Discipline and Complaints Policy*) or as a preventive safety measure for the athlete or for the safety of other participants, or impose any other **Sanction** permitted by a relevant and applicable policy.

- d) *Athlete has positive drug test* – FHA will respect to the 2015 Canadian Anti-Doping Program, as well as its own policies for Anti-Doping and Discipline and Complaints (as applicable), and any direction or sanction from the CCES or the World Anti-Doping Agency.

Sanctions

23. FHA may apply sanctions in the following circumstances:

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

24. Sanctions that may be imposed include:

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

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

Review and Update

26. This Policy was last reviewed in **January 2019**. FHA pledges to update this Policy as necessary to reflect changes in legislation, applicable policies or best practices, and will review the Policy annually for the first three years following its initial implementation.

References

27. FHA consulted the following references in the development of this Policy:

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

SANCTIONING POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Events”* – Includes practices, tournaments, games, matches, playoffs, meetings, and programs
 - b) *“Host”* – The individual, club, team, or group that wants to run or host a sanctioned event

Purpose

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

Application of this Policy

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

Insurance

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

Pre-Sanctioned Events

6. The following Events are pre-sanctioned:
 - a) Practices and training sessions
 - b) Regular season matches
 - c) Playoff matches
 - d) Meetings; particularly meetings of the Board, general meetings, committee meetings, and parent orientations

Events Requiring Sanction

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

Requesting a Sanction

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

Sanction Request Evaluation

12. For each sanction request, FHA will consider the following;
- a) The Host's status with FHA
 - b) The Host's capability of meeting FHA's sanctioning requirements, or other factors relating to the operations of the Event
 - c) Success of previous sanctioned Events (if applicable)
 - d) Issues with previous sanctioned Events (if applicable)
 - e) Any issue or matter which FHA deems may affect FHA's ability to obtain insurance coverage
 - f) Any issue or matter which FHA deems may damage the reputation of FHA or that may introduce unreasonable safety concerns

Sanction Request Refusals

13. If the sanction is refused, FHA will provide reasons for the refusal.
14. Sanction request refusals may be appealed under the terms of FHA's *Appeal Policy*.

Sanctioned Request Approvals

15. If the sanction is approved, FHA will have FHA Responsibilities as described in **Appendix A**.
16. Sanctioned events must comply with the Sanctioned Event Compliance Regulations, as described in this Policy.
17. Sanctions are not transferable and new sanctions must be obtained each year for annual Events.

Sanctioned Event Compliance Regulations

18. The Event must be conducted in accordance all applicable policies and technical standards as established by FHA.
19. The Host must fulfill the Host Responsibilities as described in **Appendix A**.
20. If alcoholic beverages are to be sold at the Event, it is the responsibility of the Host to ensure that all permits and liquor legislation (as applicable) are adhered to. A copy of the liquor permit must be submitted to FHA prior to the event.
21. If fundraising is to occur through the sale of 50-50 tickets, raffle tickets or other gaming activity, it is the responsibility of the Host to ensure that all applicable provincial and municipal gaming permits, rules and regulations are adhered to.

Sanction Revocation

22. A sanction may be revoked at the discretion of FHA under the following circumstances:
- a) Any time in advance of the Event if the Host fails to fulfill its obligations under this Policy
 - b) During the Event if a representative from FHA determines that technical standards are not being met or if the safety of participants or patrons is at risk. In this case, the Event will terminate immediately

Enforcement

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

Appendix A – Responsibilities

Host Responsibilities

For each sanctioned event, the Host must:

- a) Ensure all requests are submitted prior to the event to the FHA board of directors for approval
- b) Ensure all participants have valid registration with FHC or FIH approved body and in good standing
- c) Ensure the safety and wellbeing of participants by adhering to facility guidelines and protocols
- d) Ensure all participants and spectators act in a respectful and ethical manner
- e) Ensure all discipline matters are addressed in accordance to Hosts discipline policies and procedures.