



Athlete Handbook

6 Antares Drive, Phase 1, Unit 8 - Ottawa ON – K2E 8A9
Tel: 613 260 1296 - Toll free: 1 877 843 2922 - Fax: 613 260 1456

1. Message from Wheelchair Basketball Canada

Dear Athletes,

Congratulations on your selection into the Wheelchair Basketball Canada National Team program.

Wheelchair Basketball Canada hopes that you have a very rewarding and positive experience wearing the Maple Leaf representing your country at National team events.

This athlete handbook was put together for you the athlete to assist you with gaining information about being a Wheelchair Basketball Canada National team athlete. It is a quick reference guide for national team athlete roles, expectations, responsibilities, and services available.

Good luck as you strive toward podium performances and please feel free to contact the national office with any questions.

A handwritten signature in black ink, appearing to read 'PZ' or 'Paul Zachau', written in a cursive style.

Paul Zachau
High Performance Director

2. Athlete Services

2.1 Sport Canada Athlete Assistance Services (AAP)

Developed and managed by Sport Canada, the Athlete Assistance Program (or AAP) assists international calibre athletes with their training and competition needs through the provision of a living and training allowance and, where applicable, tuition expenses.

The AAP is also intended to assist carded athletes in dealing with the increasing demands of high performance sport and to enhance their personal and career development both during, and following, their athletic careers.

Athletes who are approved for funding and are financially supported through the AAP are referred to as Carded Athletes. AAP support is referred to as Carding.

The Athlete Assistance Program's objectives are:

- to financially support Canadian athletes identified by National Sport Organizations (NSOs) using criteria established by Sport Canada as performing at or having the greatest potential to achieve top 16 results at Paralympic Games and World Championships;
- to assist Canada's carded athletes in preparing to engage in full- or part-time career activities; and
- to enable Canada's carded athletes to participate in year-round national training and competition regimes to further their athletic goals.

Eligibility

To be eligible to be considered for support through the AAP, an athlete must:

- be a Canadian citizen or a permanent resident of Canada;
- adhere to their athlete/NSO agreement requirements;
- meet the eligibility requirement of the sport's international federation as they pertain to citizenship and residency status and be available to represent Canada at major international events, including World Championships, Paralympic Games; and
- meet the carding criteria developed as a member of the Canadian Team at international events or in domestic events or events sanctioned by the NSO for his/her sport.

ADDITIONAL SERVICES FROM SPORT CANADA

1. Tuition Support

Sport Canada provides tuition support to athletes able to attend school in Canada and meet high-performance training and competition

requirements. This support is available during the period the athlete is carded.

Upon receipt of an invoice for the tuition fees and the completed tuition voucher, Sport Canada will pay the student's tuition costs directly to the institution (or to the athlete with proof of an original receipt). Contact WBC to obtain a Tuition voucher.

2. Deferred Tuition Support

Deferred tuition support was put in place to assist athletes who are unable to attend post-secondary school because of their sport involvement and are therefore unable to obtain a post-secondary education. This AAP option provides tuition credits to carded athletes for each year they are carded and allows them to use these credits when they have retired from sport or are no longer carded.

3. Special Needs Assistance

Certain special needs have been recognized by Sport Canada as deserving of financial support under the AAP. Eligible special needs are child-care expenses, relocation assistance and retirement assistance.

For more information about Tuition Support, Deferred Tuition Support, and Special Needs Assistance, please contact the:

High Performance Director
Wheelchair Basketball Canada

2.2 Insurance Program

Wheelchair Basketball Canada uses the Chartis Insurance Company of Canada through Jardine, Lloyd Thompson Canada (brokers) for all national team athlete travel insurance.

Wheelchair Basketball Canada has insurance coverage for all athletes who are in good standing, who travel with the NT program, that possess Provincial Medicare and who obtain follow-up treatment in Canada.

The policy is a "first-payer" program. The medical staff that travel with each team have the exact details, but in its simplest form, any medical expense paid outside of Canada are covered by the insurance company directly with medical provider,

and they sort out how to claim any amounts from your provincial health plan afterwards, without any extra work on the part of the athlete.

Policy # SRG 9135609

In the U.S and Canada: 1-877-204-2017

Outside of North America: 0 – 715 – 295 – 9967 (collect through the international operator)

2.3 AthletesCAN

Athletes Can is the association representing Canada's National Team Athletes. They are the only fully independent and inclusive athlete organization. Athletes CAN represent all athletes from all the national teams including Aboriginal, Paralympic, Pan American, Olympics and Commonwealth Games athletes, among others. Athletes who are members of senior national teams, or athletes who have retired from a senior national team within the past eight years are considered members of AthletesCAN.

Vision, Mission and Values

The vision of Athletes CAN is to have a significant positive impact on the life of every athlete by acting as the collective voice for amateur athletes in Canada.

The mission of Athletes CAN is to ensure a fair, responsive and supportive sport system for athletes in Canada.

In fulfilling this mission, Athletes CAN is committed to the values of accountability, equity, inclusiveness and mutual respect.

AthleteCan Athlete Services

-Bell Athlete Connect (soon to be moved to the Canadian Olympic Committee)

Provides senior national team athletes across the country with free cell phones and free Bell Mobility Airtime credits. Eligible athletes in Ontario and Quebec are also offered free Bell Sympatico High Speed Internet.

The program is open to all Canadian Senior National Team carded athletes (Senior Carded Athletes Only) currently competing at the Olympic, Paralympic and Senior World Championship level.

For more information go to www.athletescan.com

-Team Investors Group Amateur Athletes Fund

In keeping with their commitment to amateur sport in Canada, Investors Group established an Amateur Athlete Bursary Fund for Canada's top amateur athletes.

Working in partnership with Athletes CAN, the Fund awards twenty bursaries of \$5,000 to Canadian amateur athletes each year. The bursary selection committee is made up of active and retired national team athletes and officials from Athletes CAN.

This bursary fund is open to any active **senior national team athlete** who:

- Is deemed eligible and in good standing by the appropriate National Sport Federation representing the sport. This includes Paralympic, Pan American, Commonwealth, Olympic and Senior National Team athletes.
- Is a Canadian citizen or landed immigrant permanently residing in Canada.
- Is committed to training and competing for Canada in the upcoming year.
- Has a gross income, from all sources in the preceding year of less than \$50,000. Athletes with an income greater than \$50,000 annually, who demonstrate financial need may also be eligible.
- This bursary is available twice to each athlete during their athletic career.

Application and Selection Process

Athletes must complete a Team Investors Group Amateur Athletes Fund Application form and **submit the original copy by mail** to the AthletesCAN office by January 31, of each year.

For more information go to www.athletescan.com

-Dale Carnegie Speaker Training

Athletes CAN, together with Dale Carnegie & Associates offers scholarships to enable current and retired national team athletes to enroll in a Dale Carnegie program.

The Dale Carnegie Course – Effective Communications and Human Relations is a 12-week course valued at \$1,775. The 12-week training process will help program participants in developing skills in communications, listening, leadership, interpersonal and helps manage stress, develop self assurance; to produce tangible results.

For more information go to www.athletescan.com

-Sport Solution

The Sport Solution offers athletes free information, assistance and guidance on sport issues that may require legal council, such as selection, carding and discipline. Athletes are advised to call early! They can better help you if you call before the problem escalates. They are there to help.

Athletes may phone toll free at 1-888-434-8883 to receive free confidential advice. You can also reach the Sport Solution by fax at 1-519-661-3886 or by email at law.sportsolution@julian.uwo.ca.

History

In April 1996, AthletesCAN joined forces with the with the Sports Law Centre, the Faculty of Law at the University of Western Ontario, and the Dispute Resolution Centre to create a not-for-profit program to help high performance Canadian amateur athletes resolve legal conflicts. Together, they named this project the Sport Solution. It is the only program of its kind in North America and is available free of charge to all members of AthletesCAN.

Mission Statement

The Sport Solution is committed to achieving athlete centred sport and we strive to achieve this objective by counselling and advocating on behalf of Canadian amateur athletes so that they may take action with respect to sports related legal issues that affect them.

Services Provided

The Sport Solution provides assistance to Canadian amateur athletes in resolving sports related legal issues and offers support throughout the dispute resolution process. We also offer athletes guidance on how to avoid conflict and understand the fair administration of sport. We respond to the legal needs of athletes on a full range of issues and can provide information about:

- General Inquiries and Concerns
- NSO Procedures
- How to Prepare for NSO Appeals and Arbitration
- Your Athlete Agreement
- Corresponding With Your NSO

Types of Issues they handle:

- Selection
- Funding / Carding
- Discipline
- Harassment
- Sports Related Legal Concerns

If your issue requires legal assistance, the Sport Solution may refer you to legal counsel.

Sport Solution
c/o University of Western Ontario Faculty of Law
London, Ontario N6A 3K7
Toll Free: 1-888-434-8883
Tel: (519) 661-4163
Fax: (519) 661-2153
Email: law.sportsolution@uwo.ca

- For more information go to www.athletescan.com

2.4 Canadian Sport Centres (CSC)

The Canadian Sport Centres (CSC), in partnership with the Canadian Wheelchair Basketball Association to provide a network of multisport centres that link high performance athletes and coaches with sport-related services. The CSC network features a partnership of Canadian Heritage (Sport Canada), Canadian Olympic Committee, Coaching Association of Canada and the respective provincial governments. The CSC's are committed to supporting high performance athletes and coaches training in Canada through the provision of essential services towards their pursuit of athletic and personal excellence.

WHAT SERVICES ARE AVAILABLE?

The CSC's coordinate services that meet the needs of athletes who perform at the national and international levels. These services include:

Life Services

Personal Counselling
Career Counselling
Academic Support, etc.

Performance Services

Sport Medicine
Sport Science
Nutrition
Sport Psychology, etc.

Please note: Programs and services may vary from Centre to Centre.

WHO IS ELIGIBLE FOR SERVICES?

The CSC's are committed to providing support and services to carded national team athletes training in Canada. Some Centres also support developmental level athletes. For more information please contact:

Canadian Sport Centre in your region
or
High Performance Coordinator
Wheelchair Basketball Canada

CSC Atlantic - www.cscatlantic.ca

CSC Montreal - www.multisport.qc.ca

CSI Ontario - www.csiontario.ca

CSC Manitoba - www.cscm.ca/e/home.html

CSC Saskatchewan - www.sasksport.sk.ca/csc-sk/main.html

CSC Calgary- www.canadiansportcentre.com

CSC Pacific - www.pacificsport.com/Content/Splash.asp

2.5 Funding and Financial Awards Services

There are many funding and financial awards that you can apply for below are some examples.

- **CAN Fund – Canadian Athletes Now**

- Applications will be accepted from any active national team athlete who is training to represent Canada in Vancouver and London.
- Applications will be accepted from Individuals.
- Funds allocated to approved recipients: Individuals \$6,000

www.canadianathletesnow.ca/home/

- **Team Investors Group Amateur Athletes Fund**

Investors Group partners with AthletesCAN, the Fund awards twenty bursaries of \$5,000 to Canadian amateur athletes each year.

www.athletescan.com/Content/Programs%20and%20Services/00%20Investors%20Group.asp?langid=1

- **RBC Olympians Program**

The RBC Olympians program hires both Canadian Olympic and Paralympic athletes as community ambassadors who bring Olympic messages of excellence and leadership to Canadian communities.

www.rbc.com/sponsorship/olympics/2009_olympians.html

- **Canada Games FAST Track Athlete Grant**

The program will provide direct financial assistance to Canada's next generation national team athletes by providing a one time grant to support training and competition needs.

www.canadagames.ca/Content/PathWays/FAST%20Home.asp?langid=1

- **Ada Mackenzie Memorial Foundation Bursaries**

The Ada MacKenzie Memorial Foundation (AMMF) was set up in memory of Miss Ada MacKenzie, who was one of Canada's premier female amateur athletes who passed away in 1971. The aim of the Foundation is to provide financial assistance to athletes with a disability. Funds are made available through CWSA to wheelchair athletes attending an educational institution to assist them in their competitive endeavours. One recipient of funds raised by the Foundation is the Canadian Wheelchair Sports Association (CWSA).

www.cwsa.ca/home.html

2.6 Canadian Paralympic Committee (CPC)

The Canadian Paralympic Committee (CPC) is a non-profit, charitable, private organization that is recognized by the International Paralympic Committee (IPC). CPC delivers programs that strengthen the Paralympic Movement in Canada,

including sending Canadian teams to the Paralympic Games. The CPC empowers persons with physical disabilities, through sport, at all levels.

Mission: The mission of the Canadian Paralympic Committee is to develop and grow the Paralympic Movement in Canada.

Vision: The CPC envisions a strong and vibrant Paralympic Movement in Canada.

We believe in:

- Sport - that is both fun and an agent for personal and social growth.
- Athlete Focus - acting in the best interests of the athletes.
- Excellence - the pursuit and achievement of excellence in all interests.
- Equity - exemplified by fairness, opportunity, integrity and trust.
- Leadership - providing leadership in the advancement of the Paralympic Movement.

Website: www.paralympic.ca

2.7 Centre of Ethics in Sport (CCES)

The Canadian Centre for Ethics in Sport (**CCES**) has the mandate of promoting, Protecting and explaining ethics in sport. Their mission is "to promote ethical conduct in all aspects of sport in Canada." This includes advancing the cause of, the public interest in, the understanding of, and the practice of ethics in all levels and types of sport. Headquartered in Montreal, Canada, the World Anti-Doping Agency (**WADA**) promotes and coordinates the worldwide fight against doping in all its forms.

Websites:

CCES – www.cces.ca

WADA - www.wada-ama.org/en/

Doping-Free Sport : Canadian Anti-Doping Program

The pursuit of doping-free sport is a matter of public interest. The CCES coordinates the distribution and adoption of policies that reflect the common interest and consensus of athletes, athlete support personnel (such as coaches and doctors), sport governing bodies, and governments in Canada.

A **Therapeutic Use Exemption (TUE)** may be granted by the CCES to an athlete permitting the use of a Prohibited Substance or Prohibited Method contained on the Prohibited List. See the CCES website for more details on TUE's.

2.8 Athlete Rep info

As an athlete, it is important that you have a voice and the ability to positively influence your national team experience. Each year, typically around selection camp, the men's and women's program select one or two athletes to represent their teams. The teams are responsible for selecting who their reps are and the manner in which they select those reps.

The responsibilities of these reps include:

- supporting communication between WBC and the team on various issues
- bringing forward any issues that the team feels need to be addressed
- liaise with the VP Athlete Rep

2.9 Vice President Athlete Representative (VPAR)

PURPOSE

The purpose of having a Vice President Athlete Representative (VPAR) is to ensure that athlete' views and interests are represented and promoted at all levels of the Wheelchair Basketball Canada (WBC) and wheelchair basketball in Canada. The VPAR will advocate fair athlete input on all issues that, directly and indirectly, affect all athletes. This position will enhance WBC's "athlete centered" initiatives.

OBJECTIVES

1. To serve as a source of athletes' opinion and advice to the WBC Board of Directors with regard to current and contemplated policies and programs.
2. To actively represent the interests and concerns of all National Team Program athletes including the National Men's, Women's and Junior teams and other athletes participating in WBC programs.
3. To review issues of interest to athletes which are raised by athletes or presented for consideration. To assist in developing ways and means to address these issues.
4. To keep athletes informed of policies and programs and their development through various communication systems.
5. To ensure adequate communication systems are in place in order to effectively carryout his/her duties.
6. Represent athletes on various committees as determined from time to time.
7. Prepare reports as required.
8. To pursue the development and maintenance of systems which will define and secure athlete's rights.

QUALIFICATIONS REQUIRED

- Must keep current with issues affecting athletes
- Should have the ability to think 'big picture'
- Should have some experience in Sport Administration at a committee level either provincially or nationally
- Should have a good understanding of WBC policies and procedures
- Should have demonstrated the ability to effectively communicate verbally and in writing

NOMINATION & VOTING PROCEDURES

- Three months prior to the AGM the WBC office will solicit nominations from the athletes of the National Team Programs.
- Two months prior to the AGM the nominations will be circulated to the National Team Athletes
- Athletes will submit their vote to the WBC office one month prior to the AGM
- Successful nominee will be approved at the AGM
- This process will take place every two (2) years.

LENGTH OF TERM

- The term is for two (2) years. The election will take place every two (2) years. Each year the rep will be re-confirmed at the AGM after the first year term.

REMOVAL FROM THE POSITION

1. The VPAR can be removed from their position by one of three ways:
 - I. Athlete's Representative elections
 - II. Electors impeachment – the VPAR would be impeachable by his/her electors, via a vote of no confidence at least two-thirds of the voting athletes must support the action. Votes can be collected in writing.
 - III. In contravention of the WBC by-laws (as per the other Board positions).

2.10 Athlete Communication/Representation Protocol

1. The following protocols will be used for communication between Athletes, their VP Athlete Representative and the WBC Board:
Board Meetings

- a. Prior to every Board meeting, a summary of any agenda items relating to High Performance Athletic issues will be drafted in writing by the Board and sent by email to all Athletes.
- b. Prior to every Board meeting, the VP Athlete Representative will send an email to all Athletes outlining the issues to be discussed at the meeting.
- c. In advance of the meeting, the Athletes are to communicate any concerns or thoughts on the agenda items to their Team Player Representative ("Team Rep"), ideally by email.
- d. The Team Player Representative will then communicate any Athlete concerns to the VP Athlete Rep by email in advance of the meeting, with a copy to the Executive Director of WBC.
- e. If the Athletes wish to provide direct input on any issue at a Board meeting, they may make a written request to the Board for permission to make submissions.
- f. At the sole discretion of the Board, on a case by case basis, the Board may allow the Athletes to make submissions in a manner deemed appropriate by the Board (e.g. by conference call, with time limits etc. to maintain the efficiency and cost-effectiveness of the meeting).
- g. The VP Athlete Rep is the primary person responsible to present the Athlete concerns to the Board at the meeting and must present those concerns in the written form provided to the VP Athlete Rep, if any, in a full and frank manner, with no screening of concerns.
- h. After the Board meeting, the VPAR will circulate by email to all athletes a summary of any discussions relevant to High Performance Athletes.
- i. After the Board meeting, the VP Athlete Rep will circulate by email to all Athletes their own summary of any discussions relevant to the Athletes.
- j. After the meeting, the Athletes should communicate any concerns or issues to their Team Rep, ideally by email.
- k. After receiving any Athlete comments, the Team rep should communicate any concerns or issues to the VP Athlete Rep by email.

VP Athlete Rep Meetings

- j. At any time, any Athlete is free to communicate directly to the VP Athlete Rep if they have any concerns.
- k. The Team Rep and the VP Athlete Rep will meet face to face (ideally) at the AGM each year to discuss Athlete Issues. At the AGM, the two reps will also set the date for a second meeting that coming year.
- l. The second meeting with the VP Athlete Rep will be set to coincide with a time and place that is convenient and cost effective for the whole team to meet with the VP Athlete Rep to discuss Athlete Issues.
- m. Minutes should be taken of face to face and phone conversations with the VP Athlete Rep, where appropriate.

General

- n. WBC will establish and maintain an updated list of Athlete and Board Contact information, in a manner to be determined (through coaches or at national camp etc.) and will create the appropriate email contact group for ease of communication.
- o. It is the Athlete's responsibility to update WBC on any change in contact information in writing in a timely manner.
- p. WBC will endeavour to provide notices on its website where possible, in association with a mechanism to notify Athletes of any updates posted on the website.
- q. WBC will involve Athlete Team Player Reps in the annual strategic planning sessions and will consider implementing other scheduled information meetings with the Athletes as a whole at appropriate times during the year to improve communication.

2.11 Contacts Office, Athlete rep, Coach Contacts

National Office

Wheelchair Basketball Canada
6 Antares Drive, Phase 1, Unit 8
Ottawa ON K2E 8A9
Phone 613.260.1296 Toll Free 1.877.843.2922
Fax 613.260.1456
www.wheelchairbasketball.ca

Office Staff

Wendy Gittens – Executive Director
613.260.1296 x 201
[wgittens\(at\)wheelchairbasketball.ca](mailto:wgittens(at)wheelchairbasketball.ca)

Paul Zachau – High Performance Director
613.260.1296 x 202
[pzachau\(at\)wheelchairbasketball.ca](mailto:pzachau(at)wheelchairbasketball.ca)

Ryan Lauzon – High Performance Coordinator
613.260.1296 x 200
[rlauzon\(at\)wheelchairbasketball.ca](mailto:rlauzon(at)wheelchairbasketball.ca)

VP High Performance

Sharron St.Croix
[sharron\(at\)ridertraining.ca](mailto:sharron(at)ridertraining.ca)

VP Athlete Rep

Ross Norton

[rosscoff\(at\)gmail.com](mailto:rosscoff(at)gmail.com)

Men's Athlete Reps

Robert Hedges and Brandon Wagner

[bohedges\(at\)hotmail.com](mailto:bohedges(at)hotmail.com) and [brandon.wagner\(at\)gmail.com](mailto:brandon.wagner(at)gmail.com)

Women's Athlete Reps

Tara Feser and Janet McLachlan [tara.feser\(at\)gmail.com](mailto:tara.feser(at)gmail.com) and

[mclachlanjanet5\(at\)gmail.com](mailto:mclachlanjanet5(at)gmail.com)

Coaching Staff

Women's Head Coach

Bill Johnson

[bjohnson\(at\)wheelchairbasketball.ca](mailto:bjohnson(at)wheelchairbasketball.ca)

Men's Head Coach

Jerry Tonello

[jtonello\(at\)wheelchairbasketball.ca](mailto:jtonello(at)wheelchairbasketball.ca)

Junior Head Coach

Stephen Bialowas

sbialowas@wheelchairbasketball.ca

Espior Head Coach

Michael Broughton

mbroughton@wheelchairbasketball.ca

3.1 Appeal Policy

APPEAL POLICY

Definitions

1. These terms will have these meanings in this policy:
 - a) “*Appellant*”- The party appealing a decision.
 - b) “*CWBA*” – Canadian Wheelchair Basketball Association.
 - c) “*Days*”- will mean total days, irrespective of weekends or holidays.
 - d) “*CWBA Member*”- All categories of membership within the CWBA, as well as all individuals employed by or engaged in activities with the CWBA, including but not limited to, directors, officers, organizers, National Team athletes, athletes, coaches, referees, officials, volunteers, directors, officers, managers, medical personnel, administrators, spectators, and employees.
 - e) “*Respondent*” - The body whose decision is being appealed.

Purpose

2. The CWBA is committed to providing an environment in which all members are treated with respect. Irresponsible behavior by members can result in severe damage to the sport and to the support of the CWBA. Conduct that violates these values may be subject to sanctions pursuant to CWBA's Discipline Policy. Since sanctions may be applied, it is only fair to provide CWBA members with some mechanism to appeal what may appear to be unfair treatment. The purpose of this Appeal Policy is to enable appeals within CWBA to be dealt with fairly, expeditiously and affordably within the CWBA, without recourse to external legal procedures.

Notwithstanding the above, for any matters related to the Athlete Assistance Program Nomination or de-carding, all appeals must follow the Policies and Procedures of Sport Canada's Athlete Assistance Program (AAP) Section 13

<http://www.pch.gc.ca/pgm/sc/pol/athl/114-eng.cfm>

Scope and Application of this Policy

3. Any CWBA Member who is directly affected by a decision of the CWBA will have to right to appeal that decision, provided there are sufficient grounds for the appeal as set out in Section 7 of this Policy.
4. This Policy will not apply to decisions relating to:
 - a) Matters of employment;
 - b) Infractions for doping offences, which are dealt with pursuant to the *Canadian Anti-Doping Program*;
 - c) The rules of wheelchair basketball;
 - d) Matters relating to the creation, content and requirements of National Team Program policies and procedures, including selection policies (Application and implementation of selection criteria may be appealed);

- e) Matters relating to the substance, content and establishment of team selection criteria, which may not be appealed;
- f) Volunteer appointments (Excluding VP Athlete Representative) and the withdrawal or termination of those appointments;
- g) Matters of budgeting and budget implementation;
- h) Matters of operational structure, staffing and committees; and
- i) Discipline matters and decisions arising during events organized by entities other than CWBA, which are dealt with pursuant to the policies of these other entities;
- j) Any decisions made under Paragraphs 6 and 9 of this Policy.

Timing of Appeal

5. CWBA Members who wish to appeal a decision will have twenty-one (21) days from the date on which they received notice of the decision, to submit in writing to the office of CWBA the following:

- a) Notice of their intention to appeal,
- b) Grounds for the appeal,
- c) All evidence that supports these grounds,
- d) The remedy or remedies requested, and
- e) A payment of two hundred dollars (\$200), which will be refunded if the appeal is successful.

6. Any party wishing to initiate an appeal beyond the twenty-one (21) day period must provide a written request stating reasons for an exemption to the requirement of Paragraph 5. The decision to allow, or not allow an appeal outside the 21-day period will be at the sole discretion of the President, or designate, if the President is not available or not able to act in this capacity because of a conflict of interest or any other reason.

Grounds for Appeal

7. A decision cannot be appealed on its merits alone. An appeal may be heard only if there are sufficient grounds for appeal. Sufficient grounds include the respondent:

- a) Making a decision for which it did not have authority or jurisdiction as set out in CWBA's governing documents;
- b) Failing to follow procedures as laid out in the bylaws or approved policies of CWBA, or
- c) Making a decision that was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views.

Screening of Appeal

8. Within seven (7) days of receiving the notice and grounds of an appeal and the required fee, the President, or designate if the President is not available or not able to act in this capacity because of a conflict of interest or any other reason, will determine whether there are appropriate grounds for the appeal to proceed as set out in Section 7.

The President, or designate, is not to determine if an error has been made but only if the appeal is based on such an allegation of error by the Respondent.

9. If the appeal is denied on the basis of insufficient grounds, the Appellant will be notified of this decision in writing, giving reasons. This decision is at the sole discretion of the President, or designate, and may not be appealed to the CWBA.

Appeals Panel

10. If the President, or designate, is satisfied that there are sufficient grounds for an appeal the President, or designate will establish an Appeals Panel within ten (10) days (hereafter referred to as the "Panel") as follows:

- a) The Panel will be comprised of three persons who will have no significant relationship with the affected parties, will have had no involvement with the decision being appealed, and will be free from any other actual or perceived bias or conflict.
- b) The Panel will appoint one person to act as Chairperson.

Preliminary Conference

11. The Panel may determine that the circumstances of the appeal warrant a preliminary conference. The matters that may be considered at a preliminary conference include:

- a) Format of the appeal (hearing by documentary evidence, teleconference, in-person hearing or a combination);
- b) Timelines for exchange of documents;
- c) Clarification of issues in dispute;
- d) Clarification of evidence to be presented to the Panel;
- e) Order and procedure of hearing;
- f) Location of hearing, where the hearing is an oral hearing;
- g) Identification of witnesses;
- h) Remedies sought ; and
- i) Any other procedural matter that may assist in expediting the appeal proceedings.

12. The Panel may delegate to its Chairperson the authority to deal with these preliminary matters on behalf of the Panel.

Procedure for the Hearing

13. The Panel may conduct the hearing by means of documentary review, conference call, or in person.

14. Where the Panel has determined that the appeal will be held by way of oral hearing in person or via conference call, the Panel will govern the hearing by such procedures as it deems appropriate, provided that:

- a) The hearing will be held within twenty-one (21) days of the Panel's appointment.

- b) The Appellant and Respondent will be given seven (7) days written notice of the date, time and place of the hearing.
- c) A quorum will be all three Panel members. Decisions will be by majority vote, where the Chairperson carries a vote.
- d) Copies of written documents that any of the parties would like the Panel to consider will be provided to the Panel and to all other parties at least five (5) days prior to the hearing.
- e) If the decision of the Panel 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.
- f) A representative or advisor, including legal counsel may accompany any of the parties.
- g) The Panel may direct any other person to participate or present evidence in the appeal.
- h) Unless otherwise agreed by the parties, there will be no communication between the Panel and the parties except in the presence of, or by copy to, the other parties.

Procedure for Documentary Appeal

15. Where the Panel has determined that the appeal will be held by way of documentary submissions, it will govern the appeal by such procedures as it deems appropriate provided that:

- a) All parties are given a reasonable opportunity to provide written submissions to the Panel, to review written submissions of the other parties, and to provide written rebuttal and argument; and
- b) The applicable principles and timelines set out in Section 14 are respected.

Appeal Decision

16. Within 14 days of concluding the appeal, the Panel will issue its written decision, with reasons. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:

- a) Reject the appeal and confirm the decision being appealed; or
- b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision; or
- c) Uphold the appeal and vary the decision; and
- d) Determine how costs of the appeal, excluding legal fees and legal disbursements of any of the parties, will be allocated, if at all.
- e) Refund the appeal fee of \$200 to the Appellant.

17. A copy of the decision will be provided to each of the parties and to the CWBA.

18. In extraordinary circumstances, the Panel may issue a verbal decision or a summary written decision, with reasons to follow, provided the written decision with reasons is rendered within the timelines specified in this policy.

Timelines

19. If the circumstances of the dispute are such that this policy will not allow a timely appeal, or if the circumstances of the disputes are such the appeal cannot be concluded within the timelines dictated in this policy, the Panel may direct that these timelines be revised.

Confidentiality

20. The discipline and complaints process is confidential involving only the parties, the Executive Director, or designate and case manager, if any. 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.

Urgent Appeals

21. Where the appeal relates to a decision arising during a tournament or competition and must be dealt with on an urgent basis, notice of the appeal will be provided to the Chief Technical Official of the tournament or competition within 90 minutes of the decision being communicated to the Appellant.

22. Within 60 minutes of receiving the notice of appeal, the Chief Technical Official will appoint a Panel comprised of three individuals who will have no significant relationship with the affected parties, will have had no involvement with the decision being appealed, and will be free from any other actual or perceived bias or conflict. The Chief Technical Official will designate one of the Panel members to serve as Chairperson.

23. The Panel will hear and decide the matter using the following procedures:

- a) The hearing will be an oral hearing, held in private;
- b) The parties will be given 60 minutes notice of the hearing, and may each be accompanied at the hearing by a representative;
- c) Quorum will be all three Panel members. Decisions will be by majority vote where the Chairperson carries a vote;
- d) The Panel may direct that any other person participate in the appeal;
- e) The Panel will render its decision, with reasons, verbally within 30 minutes of the conclusion of the hearing;

24. The Panel may, in its sole discretion, adapt such procedures and timelines to accommodate any unique, urgent or unforeseen circumstances during a tournament or competition, at all times ensuring that the matter is heard and decided in a timely and fair manner.

25. Where the appeal does not relate to a decision arising during a tournament or competition but is nonetheless of an extraordinary and urgent nature, upon receiving notice of the appeal the President will respect the principles set out in this policy but may, in his or her sole discretion, adapt procedures and timelines to ensure that the appeal is heard and decided in a fair and timely manner.

Final and Binding Decision

26. The decision of the Panel will be binding on the parties and on all CWBA Members, subject only to the provisions of CWBA's Dispute Resolution Policy.

27. No action or legal proceeding will be commenced against CWBA related to the decision of the panel in respect of a dispute, unless CWBA has refused or failed to abide by the provisions for appeal and/or dispute resolution as set out in the CWBA policies.

3.2 Discipline and Confidentiality Policy

CONFIDENTIALITY POLICY

Definitions

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

- a) "*WBC*" –Wheelchair Basketball Canada.
- b) "*WBC Member*"- All categories of membership within WBC, as well as all individuals employed by or engaged in activities with WBC, including but not limited to, directors, officers, organizers, National Team athletes, athletes, coaches, referees, officials, volunteers, directors, officers, managers, medical personnel, administrators, and employees.

Purpose

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

Application of this Policy

3. This Policy applies to all WBC Members as defined in the Definitions who have access to Confidential Information (defined in paragraph 8).

Responsibilities of Individuals

4. WBC Members will not, either during the period of their involvement, employment or contract with WBC or any time thereafter, disclose to any person or organization any Confidential Information concerning the business, affairs or personnel of WBC, unless authorized by WBC to do so.

5. WBC Members will not use, reproduce, distribute, publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information, without the express written consent of WBC.

6. All files and written materials relating to the business, affairs or personnel of WBC will remain the property of WBC and upon request of WBC, WBC Member will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such

Confidential Information, immediately upon such request.

7. The term "Confidential Information" includes, but it not limited to the following:

- a. Names, addresses, e-mail, telephone number, cell phone numbers, date of birth and financial information of WBC Members and other decision makers within WBC;
- b. Proprietary information related to the business or affairs of WBC and any of its divisions, including, but not limited to, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, software, financial information and information that is not generally or publicly known.

Intellectual Property

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

Responsibilities of WBC

9. WBC will not divulge to outside parties any personal information about a WBC Member, unless expressly authorized by the WBC member to do so, permitted in accordance with approved policies of WBC, or required to do so by law.

10. WBC will respect the confidentiality of medical information supplied by any athlete to WBC's medical staff by not supplying this information to outside parties without the express consent of the athlete, unless required to do so by law or in accordance with the Canadian Anti-Doping Program.

Enforcement

11. A breach of any provision in this policy may give rise to discipline in accordance with WBC Discipline and Complaints policy or legal recourse.

3.7 Conflict of Interest Policy

CONFLICT OF INTEREST POLICY

Definitions

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

- a) "*Act*" – Corporations Act of Canada.
- b) "*Conflict of Interest*" – A real or seeming incompatibility between one's private interests and one's public or fiduciary duties.

- c) “WBC” –Wheelchair Basketball Canada.
- d) “WBC Decision Maker” – Directors, officers, employees, committee members and other decision makers with WBC.
- e) “*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.
- f) “*Non-Pecuniary Interest*” - Family relationships, friendships, volunteer positions in associations or other interests that do not involve the potential for financial gain or loss.
- g) “*Perceived Conflict of Interest*” – A perception by an informed person that a conflict of interest exists or may exist.

Purpose and Application

- 3. The purpose of this Policy is to describe how WBC Decision Makers will conduct themselves in matters relating to real or perceived conflicts of interest, and to clarify how WBC will make decisions in situations where conflicts of interest may exist.
- 4. This policy applies to WBC Decision Makers.

Statutory Obligations

- 5. WBC is incorporated and governed under the Act in matters involving a real or perceived conflict between the personal interests of WBC Decision Makers and the broader interests of WBC.
- 6. Under the Act, any real or perceived conflict, whether pecuniary or nonpecuniary, between a WBC Decision Makers' interest and the interests of WBC, must at all times be resolved in favor of the WBC.

Additional Obligations

- 7. In addition to fulfilling all requirements of the Act, WBC Decision Makers will also fulfill the additional requirements of this Conflict of Interest Policy as follows, WBC Decision Makers will not:
 - i. Engage in any business or transaction, or have a financial or other personal interest that is incompatible with their official duties with WBC, unless such business, transaction or other interest is properly disclosed to WBC in accordance with this Policy;
 - ii. Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration, or who might seek, in any way, preferential treatment;
 - iii. In the performance of their official duties, accord preferential treatment to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest, financial or otherwise;
 - iv. Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with WBC, where such information is confidential or is not generally available to the public;

- v. 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 WBC, or in which they have an advantage or appear to have an advantage on the basis of their association with WBC;
- vi. Use WBC property, equipment, supplies or services for activities not associated with the performance of official duties with WBC without the permission of WBC;
- vii. Place themselves in positions where they could, by virtue of being an WBC Decision Maker, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or
- viii. Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a WBC Member.

Disclosure of Conflict of Interest

- 8. On an annual basis, all WBC Decision Makers will complete a written statement disclosing any real or perceived conflicts that they might have.
- 9. At any time that a WBC Decision Maker becomes aware that there may exist a real or perceived conflict of interest, they will disclose this conflict to the Board of Directors immediately.
- 10. Any person who is of the view that a Member of WBC may be in a position of conflict of interest may report this matter in writing to the WBC Board of Directors.

Resolving Conflicts in Decision-making

- 11. Decisions or transactions that involve a real or perceived conflict of interest that have been disclosed by an WBC Decision Maker will be considered and decided upon by WBC Board of Directors provided that:
 - a) The nature and extent of the WBC Decision Makers' interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded in the minutes;
 - b) The WBC Decision Maker does not participate in discussion on the matter giving rise to the conflict of interest;
 - c) The WBC Decision Maker abstains from voting on the proposed decision or transaction;
 - d) The WBC Decision Maker is not included in the determination of quorum for the proposed decision or transaction; and
 - e) The decision or transaction is in the best interests of WBC.

Conflicts Involving Employees

- 12. WBC will restrict employees from being affiliated with any WBC member during the term of their employment unless consented to by WBC Board of Directors. Any determination as to whether there is a conflict of interest will rest solely with WBC, and where a conflict of interest is deemed to exist, the employee will resolve the conflict by ceasing the activity giving rise to the conflict.

13. WBC will not restrict employees from accepting other employment, contracts or volunteer appointments during the term of their employment with WBC, provided that the employment, contract or volunteer appointment does not diminish the employee's ability to perform the work contemplated in their employment agreement with WBC. Any determination as to whether there is a conflict of interest will rest solely with WBC, and where a conflict of interest is deemed to exist, the employee will resolve the conflict by ceasing the activity giving rise to the conflict.

Enforcement

14. Failure to adhere to this Policy may give rise to discipline in accordance with WBC's Discipline and Complaints Policy.

3.8 Athlete Discipline Policy

DISCIPLINE AND COMPLAINTS POLICY

Definitions

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

- a) "*Days*" – Days irrespective of weekend and holidays.
- b) "*WBC*" –Wheelchair Basketball Canada
- c) "*WBC Delegate*" – A person in a responsible WBC volunteer or staff position, of the age of majority.
- d) "*WBC Member*"- All categories of membership within the WBC, as well as all individuals employed by or engaged in activities with WBC, including but not limited to, directors, officers, organizers, National Team athletes, athletes, coaches, referees, officials, volunteers, directors, officers, managers, medical personnel, administrators, spectators, and employees.

Policy Statement

2. WBC is committed to providing a sport environment, which is athlete-centered, and characterized by the value of fairness, integrity, open communication and mutual response. Membership in WBC, as well as participation in its activities, brings with it many benefits and privileges. At the same time, members and participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the policies, bylaws, rules and regulations and Code of Conduct and Ethics of WBC.

Application of this Policy

- 3. This Policy applies to all WBC Members as defined in the Definitions.
- 4. This Policy only applies to discipline matters that may arise during the course of WBC business, activities and events, including but not limited to, office environment, competitions, practices, training camps, travel associated with WBC activities, and any meetings.
- 5. Discipline matters and complaints arising within the business, activities or

events of provincial/territorial Wheelchair Basketball association's or by entities other than WBC will be dealt with pursuant to the policies of these other entities.

Reporting a Complaint

6. Any WBC Member may report to a WBC Delegate or the WBC office any complaint. Such complaint must be signed and in writing, and must be filed within fourteen (14) days of the alleged incident. Anonymous complaints may be accepted upon the sole discretion of WBC.

7. A complainant wishing to file a complaint beyond the fourteen (14) days must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the notice of complaint outside the fourteen (14) day period will be at the sole discretion of the Executive Director, or designate. This decision may not be appealed.

8. Upon receiving a complaint, the WBC Delegate or office will provide it to the WBC Executive Director or designate, if the Executive Director is not available or not able to act in this capacity because of a conflict of interest or any other reason.

9. The Executive Director, or designate, will determine whether the complaint is legitimate within fourteen (14) days of receiving it. If the Executive Director, or designate, determines the complaint is not legitimate, the complaint will be dismissed immediately.

10. If a complaint is determined by the Executive Director, or designate, to be legitimate, the complaint will be designated as a minor infraction or a major infraction and dealt with according to the appropriate sections of this Policy. It will be at the sole discretion of the Executive Director, or designate, to determine whether a complaint is to be dealt with as a major or minor infraction. This decision is not appealable.

11. If the incident is to be dealt with as a minor infraction, the Executive Director, or designate, will inform the appropriate person in authority as described in section 15 and the alleged offender, and the matter will be dealt with according to the sections relating to minor infractions.

12. If the incident is to be dealt with as a major infraction and if the Executive Director, or designate, determines that a hearing is required, the alleged offender will be notified as quickly as possible, and the matter will be dealt with according to the sections relating to major infractions.

13. This Policy does not prevent an appropriate person having authority from taking immediate, informal or corrective action in response to behavior that constitutes either a minor or major infraction provided that the individual being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident. Further sanctions may be applied in accordance with the procedures set out in this Policy.

Minor Infractions

14. Examples of minor infractions include, but are not limited to, a single incident of:

- a) Disrespectful, offensive, abusive, racist or sexist comments or behavior directed towards others;
- b) Conduct contrary to the ideals of respect such as angry outbursts or arguments;
- c) Being late for or absent from WBC events and activities at which attendance is expected or required; and
- d) Non-compliance with the athlete agreement, policies, procedures, rules and regulations of WBC.

15. All disciplinary situations involving minor infractions occurring within the jurisdiction of WBC will be dealt with by the appropriate person having authority over the situation and the individual involved (the person in authority may include, but is not restricted to, coach, team manager, team leader, WBC staff).

16. Procedures for dealing with minor infractions will be informal as compared to those for major infractions and will be determined at the discretion of the person responsible for discipline of such infractions (as noted above in point 15). This is provided that the individual being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident.

17. Sanctions for minor infractions, which may be applied singly or in combination, include the following:

- a) Verbal or written reprimand which may be placed in the individual's file;
- b) Verbal or written apology;
- c) Written apology;
- d) Service or other voluntary contribution to WBC;
- e) Suspension from the current activity or event; or
- f) Any other sanction considered appropriate for the offense.

18. Minor infractions that result in discipline will be recorded and maintained by WBC. Repeat minor infractions may result in further such incident being considered a major infraction.

Major Infractions

19. Major infractions are instances of misconduct that result, or have the potential to result, in harm to other persons or to WBC.

20. Examples of major infractions include, but are not limited to:

- a) Repeated incidents of disrespectful, offensive, abusive, racist or sexist comments or behavior directed towards others;
- b) Repeated conduct contrary to the ideals of respect such as angry outbursts or argument;
- c) Repeated incidents of being late for or absent from WBC events activities at which attendance is expected or required;
- d) Activities or behavior which interfere with a competition or with any athlete's preparation for competition;
- e) Incidents of physical abuse;
- f) Pranks, jokes or other activities that endanger the safety of others;

- g) Severe non-compliance with the athlete agreement, policies, procedures, rules and regulations of WBC;
- h) Conduct which results in harm to the image, credibility or reputation of WBC and/or its' sponsors;
- i) Deliberate disregard for the rules and regulations under which WBC events are conducted;
- j) Abuse of wheelchair basketball facilities or equipment;
- k) Abusive use of alcohol where abuse means a level of consumption that impairs the individual's ability to speak, walk or drive; causes the individual to behave in a disruptive manner; or interferes with the individual's ability to perform effectively and safely;
- l) Any use of alcohol by minors or providing or permitting said use of alcohol;
- m) Any use of illicit drugs and narcotics; or
- n) Any use of banned performance enhancing drugs or methods.

Note: *The definition of "repeated" will depend on the severity of the infraction and frequency of offences within a given time to be determined by WBC at its sole discretion.*

21. Major infractions may be dealt with immediately, if necessary, by a WBC Delegate in a position of authority, provided the individual being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident. In such situations, disciplinary sanctions will be for the duration of the event/competition only. Further sanctions may be applied but only after review of the matter in accordance with the procedures set out in this Policy. This review does not replace the appeal provisions of this Policy.

Discipline Panel and Hearing

22. Within twenty-one (21) days of notifying the respondent of a complaint of a major infraction, the Executive Director, or designate, will appoint three individuals to serve as a Discipline Panel ("Panel"). The members of the Panel will select from themselves a Chairperson.

23. The Panel will have no significant relationship with the complainant and respondent; will have had no involvement with the alleged infraction; and will be free from any other bias or conflict of interest.

24. The Panel will hold the hearing as soon as possible, but not more than thirty (30) days after being appointed.

25. Having regard to the nature of the discipline matter and the potential consequences of any resulting sanctions, the Panel will decide to conduct the hearing by way of review of documentary evidence or by way of oral hearing. If the Panel decides to conduct an oral hearing, it may decide to do so in person or by means of telephone conference.

Preliminary Meeting

26. The Panel may determine that the circumstances of the complaint warrant a

preliminary meeting. The Panel may delegate to one of its members the authority to deal with preliminary matters, which may include but are not limited to:

- a) Format (hearing by documentary evidence, oral hearing or a combination of both);
- b) Bias or alleged bias of a panel member;
- c) Date and location of the hearing;
- d) Timelines for the exchange of documents;
- e) Clarification of issues in dispute;
- f) Any procedural matters including order and procedure of the hearing;
- g) Remedies sought;
- h) Evidence to be brought before the hearing;
- i) Identification of any witnesses; or
- j) Any other procedural matter that may assist in expediting the hearing.

Documentary Review

27. Where the Panel has determined that the appeal will be held by way of documentary submissions, the Panel will govern the hearing fairly and as it sees fit, provided that:

- a) All parties are given a reasonable opportunity to provide written submissions to the Panel, to review written submissions of the other parties, and to provide written rebuttal and argument; and
- b) The applicable principles and timelines set out by the Panel are respected.

In-Person/Teleconference Hearing

28. Where the Panel has determined that the complaint will be held by way of in person hearing or teleconference, the Panel will govern the hearing fairly and as it sees fit, provided that:

- a) The Parties will be given seven (7) days written notice of the day, time and place of the hearing;
- b) The Parties will be provided copies of all evidence to be relied upon;
- c) A quorum will be all three Panel members, and decisions will be by majority vote where the Chairperson carries a vote;
- d) Panel members will refrain from communicating with the parties except in the presence of, or copy to, the other parties;
- e) The individual being disciplined may be accompanied by a representative;
- f) The individual being disciplined will have the right to present evidence and argument;
- g) Any party potentially affected by the matter may be made party to the hearing by the Panel;
- h) The Panel may request that any witness be present at the hearing or submit written evidence in advance of the hearing;
- i) If the individual being disciplined chooses not to participate in the hearing, the hearing will nonetheless proceed;
- j) The hearing will be held in private;

- k) Each party will bear their own costs;
 - l) Once appointed, the Panel will have the authority to abridge or extend timelines associated with any aspect of the hearing.
29. After hearing the matter, the Panel will determine whether or not the individual will be sanctioned, and if so, will determine the appropriate penalty to be imposed and any measures to mitigate the harm suffered by others as a result. The Panel's written decision, with reasons, will be distributed to all parties and WBC within fourteen (14) days of the conclusion of the hearing.
30. Where the individual acknowledges the facts of the incident, he or she may waive the hearing, in which case the Panel will determine the appropriate disciplinary sanction. The Panel may hold a hearing for the purpose of determining an appropriate sanction.
31. The preceding provisions may be modified, or added to, as required by the provisions of any other pertinent WBC policy such as those dealing with doping, conflict of interest, personnel or event-specific matters.

Sanctions

32. The Panel may apply the following disciplinary sanctions singly or in combination, for major infractions:
- a) Written reprimand to be placed in the individual's file;
 - b) Written apology;
 - c) Removal of certain privileges;
 - d) Suspension from certain WBC teams, events and/or activities which may include suspension from the current competition or future teams or competitions;
 - e) Suspension from certain WBC activities such as competing, coaching or officiating for a designated period of time;
 - f) Payment of a financial fine in an amount to be determined by the Panel;
 - g) Suspension from all WBC activities for a designated period of time;
 - h) Suspension of WBC or Sport Canada funding (Suspension of Sport Canada funding decide in conjunction with Sport Canada);
 - i) Expulsion from membership (Board Members must be removed in accordance with WBC Bylaws);
 - j) Publication of the Panel's decision;
 - k) Other sanctions as may be considered appropriate for the offense.
33. Unless the Panel decides otherwise, any disciplinary sanctions will commence immediately. Failure to comply with a sanction as determined by the Panel will result in automatic suspension of membership in WBC until such time as compliance occurs.
34. In applying sanctions, the Panel may have regard to the following aggravating or mitigating circumstances:
- a) The nature and severity of the incident;
 - b) The extent to which others have been harmed by the infraction;
 - c) Whether the incident is a first offense or has occurred repeatedly;

- d) The individual's acknowledgment of responsibility,
- e) The individual's remorse and post-infraction conduct;
- f) The age, maturity or experience of the individual;
- g) Whether the individual retaliated; and
- h) The individual's prospects for rehabilitation.

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

36. The preceding sanctions may be modified, or added to, as required by the provisions of any other pertinent WBC policy such as those dealing with doping, conflict of interest, personnel or event-specific matters.

National Team Athletes and the Athlete Agreement

37. In deciding any dispute related to a breach of the Athlete Agreement, the Panel will have the authority to stipulate specific performance to remedy the breach of the Athlete Agreement and/or to discipline the offending Party by applying any one or combination of the following disciplinary sanctions:

- a) Stipulate specific performance to remedy the breach of the Athlete Agreement;
- b) A written reprimand;
- c) A verbal or written apology;
- d) Removal of certain privileges;
- e) Suspension from specified events or for a specified period of time; and/or
- f) Any other sanctions which it considers appropriate in the circumstances.

Serious Infractions

38. The Executive Director, or designate, may determine that an alleged incident is of such seriousness as to warrant suspension of the individual pending a hearing and a decision of the Panel.

39. Where it is brought to the attention of the Executive Director, or designate, that a WBC Member has been charged with an offence under the Criminal Code, or has previously been convicted of a criminal offence, the Executive Director, or designate, may suspend the WBC Representative pending further investigation, a hearing or a decision of the Panel.

40. Notwithstanding the procedures set out in this Policy, any WBC Member who is convicted of a criminal offense involving sexual exploitation, invitation to sexual touching, sexual interference, sexual assault or aggravated assault will face automatic suspension from participating in any activities of WBC for a period of time corresponding to the length of the criminal sentence imposed by the court, and may face further disciplinary action by WBC in accordance with this Policy.

Confidentiality

41. Where the behaviour reported is of a sensitive or confidential nature, WBC will keep all proceedings under this policy confidential, except where disclosure is directed by the Panel as part of a sanction, is required by law or is in the best interests of the public.

Timelines

42. If the circumstances of the complaint are such that this policy will not allow a timely conclusion, or if the circumstances of the complaint are such the complaint cannot be concluded within the timelines dictated in this policy, the Panel may direct that these timelines be revised.

Appeals Procedure

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

WBC -- INCIDENT REPORT

Date and time of incident:

Name of writer: _____ Position: _____

Location of incident:

This incident is a: _____ minor infraction _____ major infraction

Individual(s) involved in the

incident: _____

Objective description of the incident (please be concise, accurate and nonjudgmental):

[illegible]

Contact information of individuals who observed the incident:

Disciplinary action which was taken (if applicable):

Signature of writer: _____ Date: _____

3.9 Code of Conduct Policy

CODE OF CONDUCT AND ETHICS

Definitions

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

- a) "WBC" –Wheelchair Basketball Canada.
- b) "*Individuals*" – WBC directors, officers, organizers, coaches, officials, athletes, managers, volunteer, medical personnel, administrator, team captain, team manager, employees (including contract personnel), members, National Team members, parents/guardians of WBC participants, and spectators at WBC events.

Code of Conduct

2. WBC is committed to providing an environment in which all individuals are treated with respect and believes that wheelchair basketball plays a fundamental and integral role in the physical, social and mental well-being of an individual. Further, WBC supports equal opportunity and prohibits discriminatory practices. Members of WBC, WBC National Team members, parents/guardians of WBC participants, participants in WBC's program and activities and spectators at WBC's events are expected to conduct themselves at all times in a manner consistent with the values of WBC that include fairness, integrity, open communication and mutual respect.
3. Conduct that violates this Code of Conduct and Ethics may be subject to sanctions pursuant to WBC's policies related to discipline and complaints.

Purpose

4. The purpose of this Code of Conduct and Ethics is to ensure a safe and positive environment within WBC programs, activities and events, by making all individuals aware that there is an expectation of appropriate behavior, consistent with the values of WBC, at all times.

Application of this Policy

5. This policy applies to *Individuals* relating to conduct that that may arise during the course of WBC's business, activities and events, including but not limited to, office environment, competitions, practices, training camps, travel, and any meetings.

6. This policy applies to conduct that may occur outside of WBC's business and events when such conduct adversely affects relationships within WBC's work and sport environment and is detrimental to the image and reputation of WBC.

7. Conduct arising within the business, activities and events of clubs or other organizations affiliated with WBC will be dealt with using the policies and mechanisms of such organizations.

Responsibilities

8. **All** *Individuals* have a responsibility to:

a) Maintain and enhance the dignity and self-esteem of other *Individuals* by:

- i. Demonstrating respect to individuals regardless of body type, athletic ability, gender, ethnic or racial origin, sexual orientation, age, marital status, religion, political belief, disability or economic status;
- ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees and members;
- iii. Consistently demonstrating the spirit of sportsmanship, leadership and ethical conduct;
- iv. Acting, when appropriate, to prevent or correct practices that are unjustly discriminatory;
- v. Consistently treating individuals fairly and reasonably;
- vi. Ensuring that the rules of wheelchair basketball, and the spirit of such rules, are adhered to.

b) Refrain from any behavior that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious. Types of behavior that constitute harassment include, but are not limited to:

- i. Written or verbal abuse, threats or outbursts;
- ii. The display of visual material which is offensive or which one ought to know is offensive;
- iii. Unwelcome remarks, jokes, comments, innuendos or taunts about a person's looks, body, attire, age, race, religion, sex or sexual orientation;
- iv. Leering or other suggestive or obscene gestures;
- v. Condescending or patronizing behavior which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
- vi. Practical jokes which cause awkwardness or embarrassment, endanger a person's safety or negatively affect performance;
- vii. Any form of hazing;
- viii. Unwanted physical contact including touching, petting, pinching or kissing;
- ix. Unwelcome sexual flirtations, advances, requests or invitations;
- x. Physical or sexual assault;
- xi. Behaviors such as those described above that are not directed towards

individuals or groups but have the same effect of creating a negative or hostile environment; or

xii. Retaliation or threats of retaliation against an individual who reports harassment.

c) Refrain from any behavior that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual comments, advances or conduct of a sexual nature.

d) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities.

e) In the case of adults, avoid consuming alcohol in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcoholic beverages in adult-oriented social situations associated with WBC events.

f) Respect the property of others and not willfully cause damage.

g) Comply at all times with the Constitution, Bylaws, policies, rules and regulations of WBC, as adopted and amended from time to time, including complying with any contracts or athlete agreements executed with WBC;

h) Abstain from accepting and/or paying money or other consideration to interfere in the fair outcome of a competition.

i) Abstain from betting or act as a bookmaker on matches or tournaments under the jurisdiction of WBC.

j) Respect the property of others and not willfully cause damage.

Coaches

9. In addition to paragraph 8 above, **Coaches** have additional responsibilities. The athlete-coach relationship is a privileged one and plays a critical role in the personal as well as athletic development of their athletes. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it. Coaches will at all times:

a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability and fitness level of athletes, including educating athletes as to their responsibilities in contributing to a safe environment;

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 problems;

d) Under no circumstances provide, promote or condone the use of drugs or performance-enhancing substances;

e) Educate athletes about the dangers of drugs and performance-enhancing substances and under no circumstances promote or condone their use;

- f) Accept and promote athletes' personal goals and refer athletes to other coaches and sports specialists as appropriate and as opportunities arise;
- g) At no time engage in an intimate or sexual relationship with an athlete of under the age of 18 years and at no time engage in an intimate or sexual relation with an athlete over the age of 18 if the coach is in a position of power, trust or authority over the athlete.
- h) Where an athlete has qualified for a training camp, provincial team, national team, etc., the Coach will support the program, applicable coaching staff and WBC.

Athletes

10. In addition to paragraph 8 above, **Athletes** will have additional responsibilities to:

- a) Report any medical problems in a timely fashion, where such problems may limit the athlete's ability to travel, train or compete.
- b) Participate and appear on time in all competitions, practices, training sessions, events, activities or projects.
- c) Properly represent themselves and not attempt to enter a competition for which they are not eligible, by reason of age, classification or other reasons.
- d) Act in a sportsmanlike manner and not display appearances of violence, foul language or gestures to other players, officials, coaches or spectators.
- e) Adhere to WBC's rules and requirements regarding clothing and equipment.
- f) Abstain from the non-medical use of drugs or the use of performance enhancing drugs or methods.

Parents/Guardians and Spectators

11. In addition to paragraph 8 above, **Parents/Guardians** of WBC participants and **Spectators** at events will:

- a) Encourage athletes to play by the rules and to resolve conflicts without resorting to hostility or violence;
- b) Never ridicule a participant for making a mistake during a performance or practice;
- c) Provide positive comments that motivate and encourage participants continued effort;
- d) Respect the decisions and judgments of officials, and encourage athletes to do the same;
- e) Never question an officials' or WBC staffs' judgment or honesty;
- f) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers who give their time to the sport.
- g) Keep off of the playing area, do not interfere with play or call lines.

3.10 Dispute Resolution Policy

DISPUTE RESOLUTION POLICY

Definitions

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

f) “WBC” –Wheelchair Basketball Canada.

g) “WBC Member”- All categories of membership within WBC, as well as all individuals employed by or engaged in activities with WBC, including but not limited to, directors, officers, organizers, National Team athletes, athletes, coaches, referees, officials, volunteers, directors, officers, managers, medical personnel, administrators, spectators, and employees.

Purpose

2. WBC supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, mediation and arbitration as effective ways to resolve disputes with and among WBC Members, and to avoid the uncertainty, costs and other negative effects associated with litigation.

3. WBC encourages all WBC Members to communicate openly and to collaborate in using problem-solving and negotiation techniques to resolve their differences. In almost all cases a negotiated settlement is preferable to any outcome achieved through other dispute resolution techniques, and negotiated resolutions to disputes with and among WBC Members are strongly encouraged.

Application of this Policy

4. This Policy applies to all WBC Members as defined in the Definitions.

Facilitation and Mediation

5. Opportunities for facilitation and mediation may be pursued at any point in a dispute within WBC where it is appropriate and where the disputing parties agree that such a course of action would be mutually beneficial.

6. Where mediation is pursued, it will be done so in accordance with standard mediation practice using trained mediators who are acceptable to the parties, or alternatively, with the consent of the parties it may be pursued through the Sport Dispute Resolution Centre (SDRC).

7. Each party will be responsible for its own costs related to mediation, unless otherwise mutually agreed by the parties.

Appeals

8. Appeals within WBC will be dealt with under the WBC Appeal Policy.

Arbitration

9. In the event that a dispute persists after internal avenues of decision-making, negotiation, facilitation, mediation and/or appeals have been exhausted, the

parties may pursue opportunities for arbitration.

10. Where arbitration is pursued, it will be done so in accordance with standard arbitration practice using trained arbitrators who are acceptable to the parties, or alternatively, it may be pursued through the Sport Dispute Resolution Centre of Canada (SDRCC).

11. Where arbitration is pursued through the SDRCC, it will be done so in accordance with the rules of arbitration prescribed by the SDRCC.

12. The parties involved in a dispute may also mutually agree to bypass internal avenues of dispute resolution, including appeals, and may directly pursue opportunities for arbitration.

13. Where a dispute is referred to arbitration, all parties to the original dispute will become parties to the arbitration.

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

15. The costs of arbitration will be decided by the Arbitrator.

No Legal Action

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