

ONTARIO INTERCOLLEGIATE WOMEN’S FASTPITCH ASSOCIATION (“OIWFA”) POLICY MANUAL

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CODE OF CONDUCT AND ETHICS

Definitions

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

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

- ii. Workplace pranks, vandalism, bullying or hazing;
 - iii. Repeated offensive or intimidating phone calls or emails;
 - iv. Inappropriate sexual touching, advances, suggestions or requests;
 - v. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
 - vi. Psychological abuse;
 - vii. Excluding or ignoring someone, including persistent exclusion of a 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.
- g) *"Sexual Harassment"* – A course of vexatious comment or conduct against an Individual because of sex, sexual orientation, gender identify or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advance to the Individual and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Types of behaviour that constitute Sexual Harassment include, but are not limited to:
- i. Sexist jokes;
 - ii. Threats, punishment, or denial of a benefit for refusing a sexual advance;
 - iii. Offering a benefit in exchange for a sexual favour;
 - iv. Demanding hugs;
 - v. Bragging about sexual ability;
 - vi. Leering (persistent sexual staring);
 - vii. Sexual assault;
 - viii. Display of sexually offensive material;
 - ix. Distributing sexually explicit email messages or attachments such as pictures or video files;
 - x. Sexually degrading words used to describe an Individual;
 - xi. Unwelcome inquiries into or comments about an Individual's gender identity or physical appearance;
 - xii. Inquiries or comments about an Individual's sex life;
 - xiii. Persistent, unwanted attention after a consensual relationship ends;
 - xiv. Persistent unwelcome sexual flirtations, advances, or propositions; and
 - xv. Persistent unwanted contact.
- h) *"Workplace Violence"* – the use of or threat of physical force by a person against a worker in a Workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker in a Workplace that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a Workplace that could cause physical injury to the worker. Types of behaviour that constitute Workplace Violence include, but are not limited to:
- i. Verbal or written threats to attack;
 - ii. Sending to or leaving threatening notes or emails;
 - iii. Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
 - iv. Wielding a weapon in a Workplace;
 - v. Hitting, pinching or unwanted touching which is not accidental;

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

Purpose

2. The purpose of this Code is to ensure a safe and positive environment (within the OIWFA's programs, activities, and events) by making Individuals aware that there is an expectation, at all times, of appropriate behaviour consistent with the OIWFA's core values. The OIWFA 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 the OIWFA's business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with the OIWFA's activities, and any meetings.
4. An Individual who violates this Code may be subject to sanctions pursuant to the OIWFA's *Discipline and Complaints Policy*. In addition to facing possible sanction pursuant to the OIWFA'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 particular competition.
5. This Code also applies to Individuals' conduct outside of the OIWFA's business, activities, and events when such conduct adversely affects relationships within the OIWFA (and its work and sport environment) and is detrimental to the image and reputation of the OIWFA. Such applicability will be determined by the OIWFA at its sole discretion.

Responsibilities

6. Individuals have a responsibility to:
 - a) Maintain and enhance the dignity and self-esteem of the OIWFA members and other individuals by:
 - i. Treating each other with the highest standards of respect and integrity;
 - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees, or members;
 - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
 - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory;
 - v. Consistently treating individuals fairly and reasonably; and
 - vi. Ensuring adherence to the rules of the sport and the spirit of those rules.
 - b) Refrain from any behaviour that constitutes Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, or Discrimination
 - c) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, the OIWFA 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 the OIWFA's *Discipline and Complaints Policy*. the OIWFA will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by the OIWFA or any other sport organization

- d) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
- e) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- f) Refrain from consuming tobacco products, or recreational drugs while participating in the OIWFA's programs, activities, competitions, or events
- g) In the case of minors, not consume alcohol at any competition or event;
- h) In the case of adults, avoid consuming alcohol in competitions and situations where minors are present and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with the OIWFA's events
- i) Respect the property of others and not wilfully cause damage
- j) Promote the sport in the most constructive and positive manner possible
- k) When driving a vehicle with an Individual:
 - i. Not have his or her license suspended;
 - ii. Not be under the influence of alcohol or illegal drugs or substances; and
 - iii. Have valid car insurance
- l) Adhere to all federal, provincial, municipal and host country laws
- m) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- n) Comply, at all times, with the OIWFA's bylaws, policies, procedures, and rules and regulations, as adopted and amended from time to time

Directors, Committee Members, and Staff

7. In addition to section 7 (above), the OIWFA's Directors, Committee Members, and Staff will have additional responsibilities to:
- a) Function primarily as a Director or Committee Member of the OIWFA; not as a member of any other particular member or constituency
 - b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the OIWFA's business and the maintenance of Individuals' confidence
 - c) Ensure that the OIWFA's financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
 - d) Conduct themselves openly, professionally, lawfully and in good faith in the best interests of the OIWFA
 - e) Be independent and 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 the OIWFA'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 the OIWFA 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 the OIWFA governance documents
 - m) Conform to the bylaws and policies approved by the OIWFA

Coaches

8. 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 the OIWFA's *Screening Policy*, if applicable
 - i) Report to the OIWFA 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 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 18 years old;
 - m) Disclose any sexual or intimate relationship with an athlete over the age of 18 to the OIWFA and immediately discontinue any coaching involvement with that athlete;
 - n) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
 - o) Dress professionally, neatly, and inoffensively
 - p) Use inoffensive language, taking into account the audience being addressed

Athletes

9. 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 the OIWFA'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 the OIWFA's policies and procedures and, when applicable, additional rules as outlined by coaches or managers

Officials

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

Parents/Guardians and Spectators

11. 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

ABUSE POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Vulnerable Individuals*” – Includes Children / Youth (people under the age of 18 years old) and Vulnerable Adults (people 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);
 - b) “*Individuals*” – All categories of membership defined in the OIWFA’s Bylaws, as well as all individuals employed by, or engaged in activities with, the OIWFA including, but not limited to, athletes, coaches, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the OIWFA; and
 - c) “*Abuse*” – Child/Youth Abuse or Vulnerable Adult Abuse as described in this Policy.

Purpose

2. The OIWFA 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 the OIWFA will work to prevent abuse, and how abuse or suspected abuse can be reported to and addressed by the OIWFA.

Zero Tolerance Statement

3. The OIWFA has zero tolerance for any type of abuse. Individuals are required to report instances of abuse or suspected abuse to the OIWFA 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 involves 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 coach’s failure to provide a developmentally-appropriate and supportive environment. Emotional abuse is at the foundation of all other forms of maltreatment (sexual, physical and neglect). In sports, this conduct has the potential to cause emotional or psychological harm to an athlete when it is persistent, pervasive or patterned acts (i.e., yelling at an athlete once does not constitute maltreatment). Examples of emotional maltreatment include:
 - i. Refusal to recognize an athlete’s worth or the legitimacy of an athlete’s needs (including complaints of injury/pain, thirst or feeling unwell)
 - ii. Creating a culture of fear, or threatening, bullying or frightening an athlete
 - iii. Frequent name-calling or sarcasm that continually “beats down” an athlete’s self-esteem
 - iv. Embarrassing or humiliating an athlete in front of peers
 - v. Excluding or isolating an athlete from the group
 - vi. Withholding attention
 - vii. Encouraging an athlete to engage in destructive and antisocial behaviour, reinforcing deviance, or impairing an athlete’s ability to behave in socially appropriate ways
 - viii. Over-pressuring; whereby the coach imposes extreme pressure upon the athlete to behave and achieve in ways that are far beyond the athlete’s capabilities
 - ix. Verbally attacking an athlete personally (e.g., belittling them or calling them worthless, lazy, useless, fat or disgusting).
 - x. Routinely or arbitrarily excluding athletes from practice
 - xi. Throwing sports equipment, water bottles or chairs at, or in the presence of, athletes
 - b) **Neglect** - acts of omission (i.e., the coach should act to protect 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 of time
 - ii. Withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep
 - iii. Ignoring an injury
 - iv. Knowing about sexual abuse of an athlete but failing to report it
 - c) **Physical Maltreatment** - involves contact or non-contact behaviour that can cause physical harm to an athlete. It also includes any act or conduct described as physical abuse or misconduct (e.g., child abuse, child neglect and assault). Almost all 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)
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

Vulnerable 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 Vulnerable 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. The OIWFA 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, are affiliated with provincial teams, accompany an OIWFA team to an event or competition, are paid staff, or otherwise engage with Vulnerable Individuals involved with the OIWFA will be screened according to the organization's *Screening Policy*.
17. The OIWFA 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.

Practice

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

Reporting Abuse

20. 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, the OIWFA 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.
21. Complaints or reports that describe an element of **abuse** will be addressed by the process(es) described in the organization'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) “*Discipline Chair(s)*” – An individual or individuals appointed by the President (or designate) to be the first point-of-contact for all discipline and complaint matters reported to the OIWFA, per the *Discipline and Complaints Policy*
 - b) “*Individuals*” – All categories of membership defined in the OIWFA’s Bylaws, as well as all individuals employed by, or engaged in activities with, the OIWFA including, but not limited to, athletes, coaches, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the OIWFA
2. The following terms have the meanings as defined in the OIWFA’s *Code of Conduct and Ethics*:
 - a) Harassment
 - b) Discrimination
 - c) Workplace Harassment
 - d) Sexual Harassment
 - e) Workplace Violence
3. The following terms have the meanings as defined in the OIWFA’s *Abuse Policy*:
 - a) Abuse

Purpose

4. The OIWFA is committed to eliminating all instances of Discrimination, 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, and Abuse and how the OIWFA will investigate those reports.

Process

5. When a complaint is submitted per the OIWFA’s *Discipline and Complaints Policy*, the Discipline Chair will determine if such complaint is related to an instance of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, or Abuse.
6. The OIWFA will adhere to all disclosure and reporting responsibilities required by the Minister of Sport and Persons with Disabilities.

Investigation

7. Complaints that are determined to contain an element of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, and Abuse will continue to be addressed by the process(es) described in the *Discipline and Complaints Policy*. However, the Discipline Chair will also appoint an Investigator to investigate the allegations.
8. The Investigator may be an OIWFA representative or Director, or may be an independent third-party skilled in investigating claims of harassment. The Investigator must not be in a conflict of interest situation and should have no connection to either party.
9. Federal and/or Provincial legislation related to Workplace Harassment may apply to the investigation if Harassment was directed toward a worker in a Workplace. The Investigator should review workplace safety legislation and/or consult independent experts to determine whether legislation applies to the complaint.

10. 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

11. Per timelines determined by the Discipline Chair, who may modify the timelines as described in the *Discipline and Complaints Policy*, the Investigator will prepare and submit a Report.
12. 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.
13. The Investigator's Report will be provided to the parties with the names and identifying details of any witnesses redacted. The provision of the Investigator's Report is conditional on the parties not distributing the Report to any third party without the written permission of the OIWFA.
14. 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 the OIWFA that the matter should be directed to the police.
15. The Investigator must also inform the OIWFA of any findings of criminal activity. The OIWFA 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 the OIWFA, or other offences where the lack of reporting would bring the OIWFA into disrepute.
16. The Discipline Chair or the Discipline Panel, as applicable, shall consider the Investigator's Report, in addition to submissions from the parties, prior to making a decision on the complaint.

Reprisal and Retaliation

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

Confidentiality

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

DISCIPLINE AND COMPLAINTS POLICY

Definitions

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

Purpose

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

Discipline Chair

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

Application of this Policy

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

Alignment

9. The OIWFA recognizes that Individuals may also be registered with Provincial Organizations and/or Member Clubs. The OIWFA requires that Provincial Organizations and/or Member Clubs to submit discipline decisions involving Individuals to the OIWFA and the OIWFA, at its discretion, may take further action.
10. If the OIWFA decides to take further action upon becoming aware of an Individual who has been disciplined by a Provincial Organization and/or Member Club, the Individual will be the Respondent to a complaint initiated under the terms of this Policy. The OIWFA may act as the Complainant if the original Complainant is unwilling or unavailable to participate in this process.
11. The Discipline Chair or Discipline Panel, as applicable, will review and consider the decision by the Provincial Organization and/or Member Club when making a decision on the complaint per the terms of this Policy.

Adult Representative

12. Complaints may be brought for or against an Individual who is a minor (younger than 19 years old). Minors must have a parent/guardian or other adult serve as their representative during this process.
13. Communication from the Discipline Chair or Case Manager, as applicable, must be directed to the minor's representative.
14. A minor is not required to attend an oral hearing, if held.

Process

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

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

Process #1: Handled by Discipline Chair

Sanctions

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

Request for Reconsideration

23. 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 two (2) days of receiving the sanction. In the Request for Reconsideration, the Respondent must indicate:
- a) Why the sanction is inappropriate;
 - b) All evidence to support the Respondent's position; and
 - c) What penalty or sanction (if any) would be appropriate
24. Upon receiving a Request for Reconsideration, the Discipline Chair may decide to accept or reject the Respondent's suggestion for an appropriate sanction.
25. Should the Discipline Chair accept the Respondent's suggestion for an appropriate sanction, that sanction will take effect immediately.
26. Should the Discipline Chair not accept the Respondent's suggestion for an appropriate sanction, the initial complaint or incident will be handled under Process #2 of this Policy.

Process #2: Handled by Case Manager

Case Manager

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

Procedures

29. If the Case Manager determines the complaint is:
- a) Frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately
 - b) Not frivolous and within the jurisdiction of this Policy, the Case Manager will notify the Parties that the complaint is accepted and of the applicable next steps
30. The Case Manager's decision to accept or dismiss the complaint may not be appealed.
31. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
32. After notifying the Parties that the complaint has been accepted, the Case Manager may propose using the OIWFA's *Dispute Resolution Policy* with the objective of resolving the dispute. If applicable, and if the dispute is not resolved, or if the parties refuse to use the *Dispute Resolution Policy*, the Case Manager will appoint a Discipline Panel, which shall consist of a single Arbitrator, to hear the complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a Discipline Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Discipline Panel's members to serve as the Chair.
33. The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:
- a) The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium
 - b) Copies of any written documents which the parties wish to have the Discipline Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing
 - c) The Parties may engage a representative, advisor, or legal counsel at their own expense
 - d) The Discipline Panel may request that any other individual participate and give evidence at the hearing
 - e) The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
 - f) The decision will be by a majority vote of the Discipline Panel

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 Case Manager, and the OIWFA. 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 the OIWFA
 - d) Removal of certain privileges
 - e) Suspension from certain teams, events, and/or activities
 - f) Suspension from all OIWFA activities for a designated period of time
 - g) Payment of the cost of repairs for property damage
 - h) Suspension of funding from the OIWFA or from other sources
 - i) Expulsion from the OIWFA
 - 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 decisions will be maintained by the OIWFA.

Appeals

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

Suspension Pending a Hearing

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

Criminal Convictions

44. An Individual's conviction for a *Criminal Code* offense, as determined by the OIWFA, will be deemed an infraction under this Policy and will result in expulsion from the OIWFA. *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 the Parties, the Case Manager, the Discipline Panel, and any independent advisors to the Discipline Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

Timelines

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 sport organizations, sport clubs, etc., may be advised of any decisions rendered in accordance with this Policy.

DISPUTE RESOLUTION POLICY

Definitions

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

Purpose

2. The OIWFA 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. The OIWFA encourages all Individuals to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. The OIWFA 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. The dispute will first be referred to the OIWFA’s President (or designate) for review, with the objective of resolving the dispute via Alternate Dispute Resolution and/or mediation.
7. If all parties to a dispute agree to Alternate Dispute Resolution or mediation, the President (or designate) may refer the alternate dispute resolution process to a resolution facilitator of the Sport Dispute Resolution Centre of Canada (SDRCC).
8. 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.
9. 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.
10. Should a negotiated decision be reached, the decision shall be reported to, and approved by, the OIWFA. 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 the OIWFA’s approval.
11. 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 the OIWFA’s *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.

Final and Binding

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

Purpose

2. The OIWFA is committed to providing an environment in which all Individuals involved with the OIWFA are treated with respect and fairness. The OIWFA provides Individuals with this *Appeal Policy* to enable fair, affordable, and expedient appeals of certain decisions made by the OIWFA. Further, some decisions made by the process outlined in the OIWFA’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 the OIWFA decision 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 the OIWFA
 - 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) The OIWFA’s operational structure and committee appointments
 - i) Decisions or discipline arising within the business, activities, or events organized by entities other than the OIWFA (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by the OIWFA 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 the OIWFA President, the following:
 - a) Notice of the intention to appeal
 - b) Contact information and status of the appellant
 - c) Name of the respondent and any affected parties, when known to the Appellant
 - d) Date the appellant was advised of the decision being appealed
 - e) A copy of the decision being appealed, or description of decision if written document is not available
 - f) Grounds for the appeal
 - g) Detailed reasons for the appeal
 - h) All evidence that supports these grounds
 - i) Requested remedy or remedies
 - j) An administration fee of one hundred dollars (\$100), which will be refunded if the appeal is upheld
7. An Individual who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Case Manager and may not be appealed.

Grounds for Appeal

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

Screening of Appeal

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), the OIWFA and the Appellant may first determine the appeal to be heard under the OIWFA's *Dispute Resolution Policy*.
11. Appeals resolved by mediation under the OIWFA'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*, the OIWFA will appoint an independent Case Manager (who must not be in a conflict of interest) who has the following responsibilities:
 - a) Determine if the appeal falls under the scope of this Policy
 - b) Determine if the appeal was submitted in a timely manner
 - c) Decide whether there are sufficient grounds for the appeal

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

Procedure for Appeal Hearing

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

Appeal Decision

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

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

Confidentiality

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

Final and Binding

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

EVENT DISCIPLINE PROCEDURE

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

Definitions

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

Purpose

2. The OIWFA 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 the OIWFA-sanctioned Events unless the Event host states any modifications to this Procedure (and the reasons for those modifications) in the Event's registration or invitation package. Changes to this Procedure must also be outlined in the event host's sanctioning request, when applicable.
4. If the Event is being sanctioned by a governing organization, or 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 the OIWFA (such as OIWFA athletes, coaches, members, and Directors and Officers) must still be reported to the OIWFA to be addressed under the OIWFA's *Discipline and Complaints Policy*, if necessary.
5. This Procedure does not replace or supersede the OIWFA'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 OIWFA-sanctioned event, the procedure for taking immediate, informal, or corrective action in the event of a possible violation of the OIWFA's *Code of Conduct and Ethics*.

Misconduct During Events

6. Incidents that violate or potentially violate the OIWFA'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 the OIWFA's *Code of Conduct and Ethics*:
 - a) Notify the involved parties that there has been an incident that violated or potentially violated the OIWFA's *Code of Conduct and Ethics*
 - b) Convene a jury of either one person or three people (one of whom shall be designated the Chairperson), who shall not be in a conflict of interest or involved in the original incident, to determine whether the OIWFA'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 Chairperson 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 the OIWFA following the conclusion of the Event. Further discipline may then be applied per the OIWFA'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 the OIWFA to be addressed as a formal complaint under the OIWFA's *Discipline and Complaints Policy*.
12. The OIWFA shall record and track all reported incidents.

SOCIAL MEDIA POLICY

Definitions

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

Preamble

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

Application of this Policy

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

Conduct and Behaviour

4. Per the OIWFA’s *Discipline and Complaints Policy* and *Code of Conduct and Ethics*, the following social media conduct may be considered minor or major infractions at the discretion of the Discipline Chair or Case Manager:
 - a) Posting a disrespectful, hateful, harmful, disparaging, insulting, or otherwise negative comment on a social medium that is directed at an Individual, at the OIWFA, or at other individuals connected with the OIWFA
 - b) Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, or otherwise offensive, and that is directed at a Individual, at the OIWFA, or at other individuals connected with the OIWFA
 - 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 the OIWFA, its stakeholders, or its reputation
 - d) Inappropriate personal or sexual relationships between Individuals who have a power imbalance in their interactions, such as between athletes and coaches, Directors and staff, officials and athletes, etc.
 - e) 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 the OIWFA’s *Discipline and Complaints Policy* at the discretion of the Discipline Chair or Case Manager.

Individuals Responsibilities

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

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

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 the OIWFA, 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, the OIWFA including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the OIWFA

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 the OIWFA. For example, in not-for-profit organizations, Directors are required, by law, to act as a trustee (in good faith, or in trust) of the OIWFA. Directors, and other stakeholders, must not put themselves in positions where making a decision on behalf of the OIWFA is connected to their own personal interests. That would be a conflict of interest situation.

Purpose

3. The OIWFA strives to reduce and eliminate nearly all instances of conflict of interest at the OIWFA – 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 will clarify 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 the OIWFA, shall always be resolved in favour of the OIWFA.
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 the OIWFA, unless such business, transaction, or other interest is properly disclosed to the OIWFA and approved by the OIWFA
 - 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 the OIWFA, 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 the OIWFA, or in which they have an advantage or appear to have an advantage on the basis of their association with the OIWFA
- f) Without the permission of the OIWFA, use the OIWFA's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the OIWFA
- g) Place themselves in positions where they could, by virtue of being an OIWFA Representative, 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 an OIWFA Representative

Disclosure of Conflict of Interest

7. On an annual basis, all the OIWFA's Directors and members of the Board, Officers, and Committee Members will complete a **Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the OIWFA.
8. Representatives shall disclose real or perceived conflicts of interest to the OIWFA'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 an OIWFA Representative 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 the OIWFA

Conflict of Interest Complaints

11. 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 the OIWFA'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 the OIWFA
 - e) Other actions as may be considered appropriate for the real or perceived conflict of interest
12. 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 the OIWFA to be addressed under the OIWFA's *Discipline and Complaints Policy*.
13. Failure to comply with an action as determined by the Board will result in automatic suspension from the OIWFA until compliance occurs.

14. 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

15. Failure to adhere to this Policy may permit discipline in accordance with the OIWFA's *Discipline and Complaints Policy*.

TRANS INCLUSION POLICY

Guiding Principles

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

Actions for Inclusion

- 4. The OIWFA pledges to:
 - a) Provide this *Policy* to OIWFA staff, Directors and 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 the OIWFA 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 the OIWFA has the authority to determine participants’ use of washrooms, change rooms, and other facilities, the OIWFA 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 the OIWFA’s eligibility guidelines, the OIWFA 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 the OIWFA or any of the OIWFA'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. The OIWFA 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. The OIWFA 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 the OIWFA's *Discipline and Complaints Policy*. Should the individual not feel safe in doing so, they should seek assistance from the Board for advice and support or action on their behalf.

Appeal

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

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 the OIWFA collects, uses, safeguards, discloses and disposes of personal information, and states the OIWFA's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and the OIWFA's interpretation of these responsibilities.
2. 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 the OIWFA to collect, use or disclose personal information.
3. 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 the OIWFA

Application of this Policy

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

Obligations

6. Statutory Obligations – The OIWFA is governed by the *Personal Information Protection, Electronic Documents Act* in matters involving the collection, use and disclosure of personal information.
7. Additional Obligations – In addition to fulfilling all requirements of the *Act*, the OIWFA and its Representatives will also fulfill the additional requirements of this Policy. Representatives of the OIWFA 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 the OIWFA; 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

8. Privacy Officer – The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security.. The Privacy Officer also handles personal information access requests and complaints. The Privacy Officer may be contacted at the following address:

9. 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

10. Employees – The OIWFA shall be responsible to ensure that the Board, the Directors, the Officers agents, or otherwise of the OIWFA are compliant with the Act and this Policy.

Identifying Purposes

11. 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 the OIWFA in regards 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 the OIWFA’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 the OIWFA 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 the OIWFA website, displays or posters;
- o) Determination of membership demographics and program wants and needs;
- p) Posting images, likeness or other identifiable attributes to promote the OIWFA on its website, displays or posters.

12. Purposes not Identified – The OIWFA 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

13. Consent – The OIWFA shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. The OIWFA may collect personal information without consent where reasonable to do so and where permitted by law.
14. Implied Consent – By providing personal information to the OIWFA, individuals are consenting to the use of the information for the purposes identified in this policy.
15. 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. The OIWFA will inform the individual of the implications of such withdrawal.
16. 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.
17. Exceptions for Collection – The OIWFA 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 *Act*.
18. Exceptions for Use – The OIWFA may use personal information without the individual's knowledge or consent only:
 - a) If the OIWFA 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 *Act*;
 - 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.
19. Exceptions for Disclosure – The OIWFA may disclose personal information without the individual's knowledge or consent only:
 - a) To a lawyer representing the OIWFA;
 - b) To collect a debt the individual owes to the OIWFA;
 - 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 *Act* or government institution on the OIWFA's initiative when the OIWFA 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 (the OIWFA 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

20. Limiting Collection, Use and Disclosure – The OIWFA 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.
21. Retention Periods – Personal information shall be retained as long as reasonably necessary to enable participation in the OIWFA, to maintain accurate historical records and or as may be required by law.
22. Destruction of Information - Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

Safeguards

23. 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.

Individual Access

24. Access - Upon written request, and with assistance from the OIWFA, 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.
25. 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.
26. 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.
27. Reasons - Upon refusal, the OIWFA shall inform the individual the reasons for the refusal and the associated provisions of the *Act*.
28. 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

29. Challenges – An individual shall be able to challenge compliance with this Policy and the *Act* to the designated individual accountable for compliance.

30. Procedures – Upon receipt of a complaint the OIWFA 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 OIWFA 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 the OIWFA; 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.

31. Whistleblowing – The OIWFA shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within the OIWFA 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 the OIWFA has contravened or is about to contravene the *Act*;
- 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 *Act*; or
- c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the *Act*.

IP Address

32. IP Address - The OIWFA does not collect, use or disclose personal information such as an IP Addresses.

Applicable Law

33. Applicable Law – The OIWFA website is created and controlled by the OIWFA in the province of Ontario. As such, the laws of the province of Ontario shall govern these disclaimers, terms and conditions.

Appendix A – Consent

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

1. I authorize the OIWFA to collect and use personal information about me for the purposes described in the OIWFA's *Privacy Policy*.
2. In addition to the purposes described in the OIWFA's *Privacy Policy*, I authorize the OIWFA to:
 - a) Distribute my information to the Provincial Women's Softball Association, and/or Softball Ontario, and/or Softball 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
 - c) *(the OIWFA may add other specific purposes)*
3. I understand that I may withdraw such consent at any time by contacting the OIWFA's Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

Appendix B – Website Disclaimer

The OIWFA will include the copyright and legal disclaimer in the application section on the OIWFA's website:

Website - The OIWFA website is a product of the OIWFA. The information on the website is provided as a resource to those interested in the OIWFA. The OIWFA 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 the OIWFA 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 the OIWFA. The OIWFA 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 the OIWFA site. Please be aware that the internet sites available through these links are not under the control of the OIWFA. Therefore, the OIWFA does not make any representation to you about these sites or the materials available there. The OIWFA is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. The OIWFA is not responsible for privacy practices employed by other companies or websites.