

**Bobsleigh CANADA Skeleton**  
Board of Directors Meeting 0908, Minutes  
Tuesday September 9, 2008 20:00-22:00  
Bob Niven Training Centre, First Floor Board Room

Our Mission: Bobsleigh Canada Skeleton develops Olympic and World Champions.

Call to Order – 20:05

Present: Reid Morrison, Chris Le Bihan, Bill Warren, Bernie Asbell (phone)  
Regrets: Brent Berezowski,  
Staff: Don Wilson, Dwayne Dreher

**1. Review and approval of agenda.**

Motion 09081: Warren /Le Bihan  
To approve the agenda as presented.

CARRIED

**2. Review and approval of April 23, 2008 0408 BCS BOD Minutes.**

Motion 09082: Warren/Le Bihan  
To approve the 0408 BCS BOD Minutes

CARRIED

**3. Business arising from minutes.**

3.1 (0108) Change Management Summit  
No report

PENDING

3.2 (0108) CCES Outcome  
No ruling has been forthcoming from the final arbitration. Mr. Depres and his lawyer, Howard Jacobs, have retained the services of a larger law firm, Spence Law Associates.

PENDING

3.3 (0108) Skeleton Runner Issue Update  
Willi has been able to access the FIBT steel warehouse and analyze the quality and tolerances of the steel within various runners. He has been able to determine the characteristics of the steel hardness required to mitigate the bending issues and has purchased a number of runners for testing on construction purposes. Sled adjustments and actually on ice testing will be held when the track opens up.

CLOSED

**4. General Operations Update.**

**4.1 CEO Report 0908, September 9, 2008**

1. General:

- No further news on the Serge Despres review;
- OTP 2008 Executive Summary/Review will need to be responded to in the Mid-Season review scheduled for Oct 3<sup>rd</sup>, 2008;
- Attended Olympic Summer Games as part of the COC Preparation Strategy for 2010 team leaders and assistants to view the services provided by COC in action as well as to familiarize the winter sports with environmental issues at a Games: Performance Centre, Canada Olympic House, Athlete's Village, off-site athlete's village, support services and media.
- July Camp was very positive from all reports and the coaches and staff are encouraged with the preparation and results of the testing;

- Recruiting Camps have been held across Canada and several athletes have been identified;
- Collaborating with CLA to support two positions in Whistler to move forward the sliding sports in BC as well as specifically BCBSA;
- USBSF has brought forward a block on BCS using Lake Placid USOC accommodations to try and leverage access to the Whistler Track.

#### 2. Personnel:

- CSCC contracts signed and they have provided supplemental support of the IST by 25% of the OTP funding;
- Have had a change in physiotherapist and are working with Louise and Willi to provide coverage in Calgary and reviewing support on Tour specifically serving the needs of skeleton with an additional physiotherapist: Greg Uchacz, Jonathon Riemer and Boris Whittman (we are verifying insurance and qualification, with the long term goal of a European medical support group);
- In the final stages of contracting driving coach to replace Janis Kipurs;
- Have dealt with concerns about external service providers and personal coaches. Athletes are given the freedom to use external professionals, but they are not deemed to be part of BCS and are required to take direction from BCS staff in charge of their given areas: strength and conditioning, medical or technical;
- Collaborated with B2ten to support an external service provider working with 7 athletes in the strength and conditioning area;
- Liability and travel insurance issues for non-Canadian coaches are being reviewed with our insurer.

#### 3. Governance:

- Upon review of BCS policies I am recommending the following changes: current Athlete's Agreement, Appeals Policy, Discipline Policy and Grievance Policy to be replaced by Athlete's Agreement, Appeals Policy, and Dispute Resolution Policy (attached);
- Updated Equipment Policy is being worked on by technical staff;
- Presently reviewing an updating the Athlete's Handbook;
- Team selection criteria have been updated;

#### 4. Sponsorship:

- Two sponsorship packages have been developed by Claire: Events and General;
- Created an Adopt a Slider pamphlet to assist development athletes generate some personal sponsorship;
- Have been dealing with three potential sponsors for a partnership;
- Obtained 8, one year old laptop computers contra from Panasonic, value \$17,000;
- Created an innovative RFP for sponsorship of BCS to be introduced to the market place in September;
- Met with BCS Trust, trustees and initiating the set up of a hosting opportunity in Lake Placid during the World Championships;
- Finalized contract with VANOC for World Cup Whistler;
- Signed a one year contract with National Car Rental/EuroCar for rental vehicles to control costing and streamline financial management;

#### 4.2 Finance

- The financials up to August 31, 2008 were received. Bill and Dwayne met with the auditors of McKinnon and Company and were agreeable to the fee schedule brought forward by them to handle the 2008-2009 audit for BCS.
- Bill and Dwayne addressed the Auditor's Management letter and responded to the queries posed by the Auditors.
- The Auditors reviewed the BCS donations policy and they are confident it meets all government requirements and BCS in acting responsibly in our stewardship of providing charitable receipts.

- The BCS Trust was discussed and it was felt that showing their revenues within the BCS financials, even though there is an Auditor's note clarifying the relationship, it is advised that the Trust may be better served to operate as a separate legal entity, with their own charitable status and Directors. Bill will discuss this issue with members of the Trust.

#### **4.3 Marketing/Development**

Included within CEO's report

#### **5. Athlete Council Update**

Chris reported that Andrea Kotyk has come forward to be considered as a member of the Athletes' Council as a retired athlete and also sit on the Board as the Athlete's Representative. Chris will get approval from the athletes to let Andrea's name stand for the position.

#### **6. VANOC/Whistler Update**

- The Annual General Meeting of the BCBSA will be held in Whistler October 7<sup>th</sup>.
- The Sliding Summit will be held in Calgary September 12<sup>th</sup> with representation from BCS, CODA, CLA and VANOC in attendance to discuss issues related to facilities and scheduling for the coming year.
- The initial ticket requests have been brought forth to VANOC and they are attempting to meet all requests for the skeleton and bobsleigh events.

#### **7. New Business**

09087.1 Athlete's Agreement

Don tabled the 2008-2009 version of the Athlete's Agreement for review. Within the agreement there are three BCS policies that must be adopted to replace the current BCS policies: Appeal Policy, Grievance Policy, Discipline Policy, and Code of Conduct

Motion 09083 Le Bihan/Asbell To adopt the BCS Code of Conduct as presented. Attachment 1	CARRIED
Motion 09084 Asbell/Le Bihan To adopt the BCS Dispute Policy as presented. Attachment 2	CARRIED
Motion 09085 Warren/Asbell To adopt the BCS Appeals Policy as presented. Attachment 3	CARRIED

The Athlete's Agreement will be sent in draft form to all identified athletes for their review and comment back to Don by September 24<sup>th</sup>. The agreement will be in place by October 1, 2008, to ensure all athletes representing BCS will have signed the agreement prior to competing for BCS on tour events.

#### 8. Adjournment

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**NEXT MEETING TUESDAY OCTOBER 14<sup>TH</sup>**  
**BOB NIVEN TRAINING CENTRE**  
**18:00-20:00**

## **CODE OF CONDUCT**

Athletes representing the National Bobsleigh and Skeleton Team are expected to conduct themselves in a dignified and responsible manner at all times, maintaining respect and consideration towards the public, the coaches and other athletes.

This code outlines the expectations and obligations regarding behaviour during all National Team activities. Infractions of the BCS Code of Conduct will result in the imposition of disciplinary sanctions that are reasonable and proportionate to the indiscretion in conduct being addressed. Sanctions can include, but are not limited to: Loss of eligibility to participate in BCS sanctioned activities on an interim or permanent basis; the withdrawal of funding from Sport Canada; loss of any further financial support for training and competition from BCS; the requirement to pay compensation for any damaged property.

Enforcement of the Code of Conduct will be the responsibility of the National Coach or the team leader for that specific team and shall be conducted as per the BCS Dispute Resolution policy. Disciplinary sanctions must be clearly communicated to all team members.

Team members include not only the athletes, but also team coaches, personal coaches, team managers, and all support staff.

For the betterment of the team it is expected that all athletes will conduct themselves in the following manner:

1. In all cases all athletes shall comply with requests from officials of the BCS.
2. At Team accommodations all Team members will respect the privacy and comfort of their fellow Team members and other residents, in particular those Team members and residents still involved in competition. They must comply with the directions of their Team Manager and other Team Management; Team members will respect the authority of officials from the National Bobsleigh and Skeleton Team, and international competition officials, and must behave with decorum and dignity. Team members will be required to display a standard of good sportsmanship when competing;
3. When in public whilst a member of the National Team, especially when dressed in elements of the Team uniform, Team members should display politeness and general courtesy to all members of the public
4. At Team functions, Team members are to wear Team uniform, unless otherwise advised. In giving pre-arranged interviews with media, Team members are required to wear Team jacket, Team tracksuit, or the team shirt.
5. Any Team member who damages or contributes to damage of property must report this to the Team leader. Team members may be responsible for the cost of repairing damage they have caused;
6. If an incident involving the Police occurs, Team members must advise their Team Leader. As soon as a Team Leader is aware of such an incident, they must advise the CEO as soon as possible.

The following behaviour is unacceptable and will not be tolerated:

1. The breaking of curfew regulations as defined by the National Coach or team leader directly responsible for that team.
2. The wilful abuse of property owned, rented, borrowed or leased by BCS including but not limited to vehicles, hotel rooms and team equipment.

3. Any action or conduct that would, in the discretion of the National Coach or team leader who is directly responsible for the team, unreasonably disrupt or interfere with a competition or training camp, or is detrimental to the reputation or image of BCS.
4. Any involvement with illegal drugs;
5. Any involvement with smoking or other tobacco products;
6. Any consumption of alcohol by underage athletes.
7. Abuse of alcohol (where abuse is defined as alcoholic consumption to a level that impairs the Athlete's ability to speak, walk, legally drive, or causes the Athlete to behave in a disruptive manner). The primary role of Team members is to perform to the best of their ability at the event for which they were selected. Consumption of alcohol must not detract from this performance. Whilst acknowledging that Team members will want to celebrate after completing their competition(s), Team members must not allow their behaviour to be adversely affected by alcohol or become unruly or cause offence to others. All Team members are expected to counsel and assist their fellow Team members to prevent inappropriate behaviour;
8. Any illegal activities, including committing an act that is considered an offence under any law in the jurisdiction in which the act took place.



## **Attachment 2**

### **DISPUTE POLICY**

All members of Bobsleigh CANADA Skeleton (BCS) are required to follow the procedures set forth in this document as the correct method to resolve a dispute, only after all other reasonable means or procedures designed to settle the situation have been exhausted.

### **DEFINITIONS**

For purposes of this policy:

«<<CEO>>» means Chief Executive Officer or a substitute as appointed from time to time by the board of directors of BCS;

«Days» means days irrespective of weekend or holidays;

«BCS» means the body duly incorporated under the name Bobsleigh CANADA Skeleton and any members of BCS as well as all individuals engaged in activities with or employed by BCS including but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, team captains, medical and paramedical personnel, administrators and employees (including contract personnel);

«Code of Conduct» means any document, signed or to be signed by any athlete under the BCS Athletes Agreement;

«Panel» means an arbitrator or three arbitrators as the case may be;

«Major and minor infractions» means the definition as described in Appendix A and B to this Policy.

### **PART ONE**

#### **I. SCOPE AND APPLICATION OF THE DISPUTE POLICY**

1. This policy applies to a dispute between BCS's membership, its staff and volunteers arising from their respective responsibilities and obligations contained in all BCS Policies, rules and contracts.
2. Part One of the policy shall apply to major infractions as described in Appendix B;
3. Any dispute arising outside of Canada or where there is a critical lack of time shall be governed by part two of this policy.
4. Any dispute involving a minor infraction shall be governed by part three of this policy.

## **II. INITIATION OF COMPLAINTS**

5. Any intent to dispute must be made in writing with a brief summary of the matter in dispute and sent to the CEO within 10 days of the incident in dispute and be accompanied with a \$100 fee. The \$100 fee is refundable if a ruling is made in favour of the person(s) filing the intent to dispute. The CEO, upon accepting an intent, will immediately notify, by telephone, the Respondent(s) identified in the intent, informing them that a dispute has been initiated and that BCS has agreed to proceed with a review of the matter.
6. Depending on the nature of the reported complaint, the CEO may appoint an independent individual to conduct an investigation. If this is the case, the Investigator shall carry out the investigation in a timely manner and at the conclusion of the investigation shall submit a written report to the CEO. The investigator shall have no power to render any decision against the applicant or the complainant under this policy.

## **III. FORMATION OF THE PANEL**

7. Within 14 days of having received the written complaint or within 14 days of receiving the written report of the Investigator if any investigation was carried out, the CEO shall establish a Hearing Panel (the «Panel») and select the Panel.

### *Number of Arbitrators*

8. The Panel shall be composed of a sole arbitrator where:
  - a. The parties so agree;
  - b. The CEO determines that a sole arbitrator is warranted, taking into account the complexity of the dispute;
  - c. The statutes, regulations or other applicable rules so require.
9. The Panel shall be composed of a three arbitrators Panel where:
  - a. The parties so agree;
  - b. The CEO determines that three arbitrators are warranted, taking into account the complexity of the dispute.
10. In the case where the Panel is composed of a sole arbitrator, the CEO shall select the said arbitrator.

11. In the case where the Panel is composed of three arbitrators, they shall be selected according to the following:
  - a. One arbitrator nominated by the CEO;
  - b. One arbitrator nominated by the complainant; and
  - c. The third arbitrator shall be submitted by the CEO and subject to approval by the two arbitrators already nominated;
  - d. Where the dispute policy applies but is exclusively between two BCS members, the nomination of the arbitrator in paragraph a. above shall be made by the other party to the dispute.
12. Where the Panel is composed of three arbitrators, the Panel shall select a chairperson.
13. The decision regarding Panel size shall be at the sole discretion of the CEO and may not be appealed.
14. Independence and qualifications of Panel:
  - a. Every arbitrator shall be independent of the parties and shall immediately disclose any circumstances likely to affect their independence;
  - b. No arbitrator shall have a conflict of interest with respect to the dispute before the panel.

*Notice to the parties*

15. Within 5 days of the formation of the Panel, the CEO shall advise the parties and transfer the file to the Panel.

**IV PRE-HEARING CONFERENCE**

16. The Panel may call the parties to a pre-hearing conference if it is considered useful and the circumstances of the case allow it. In most cases, the pre-hearing conference shall be conducted by telephone.

Purpose.

17. The purpose of the pre-hearing conference is:
  - a. To define the questions to be dealt with at the hearing;
  - b. To assess the advisability of clarifying and specifying the claims of the parties and the conclusions sought;
  - c. To ensure that all documentary evidence is exchanged by the parties;
  - d. To plan the conduct of the proceedings and the evidence to be presented at the hearing;
  - e. To examine the possibility for the parties of admitting certain facts or of proving them by means of sworn statements;

- f. To examine any other question likely to simplify or accelerate the conduct of the hearing.

*Minutes.*

18. Minutes of the pre-hearing conference shall be drawn up and signed by the parties and by the Panel who called the parties to the conference.
19. Agreements and decisions recorded in the minutes shall, as far as they may apply, govern the conduct of the proceeding, unless the Panel, when hearing the matter, permits derogation there from to prevent an injustice.

**V HEARING**

20. The Panel determines that an oral hearing or documentary hearing is warranted.

*Oral hearing.*

21. The Panel shall, so far as is possible, facilitate the holding of a hearing at a date and time when the parties and their witnesses, if any, are able to attend without unduly disrupting their usual occupations.
22. The hearing shall be held within 21 days of the Notice to the Parties by the CEO as mentioned in section 14.

*Notice by the Panel*

23. Notice shall be sent by the Panel to the parties within 10 days before the hearing stating:
  - a. the purpose, date, time and place of the hearing;
  - b. that the parties have the right to be assisted or represented, and listing the persons duly authorized to assist or represent a party before the Panel;
  - c. that the Panel has the authority to proceed, without further delay or notice, despite the failure of a party to appear at the time and place fixed if no valid excuse is provided.

*Publication ban*

24. The Panel may, of its own initiative or on an application by a party, ban or restrict the disclosure, publication or dissemination of any information or documents it indicates, where necessary to maintain public order or where the confidential nature of the information or documents requires the prohibition or restriction to ensure the proper administration of natural justice.

*Examination*

25. Any party may examine and cross-examine witnesses to the extent necessary to ensure a fair process.

*Witnesses*



26. A witness may not refuse, without valid reason, to answer a question legally put to him by the Panel or by the parties.

#### *Adjournment*

27. The Panel may adjourn the hearing, on the conditions it determines, if it is of the opinion that the adjournment will not cause unreasonable delay in the proceeding or a denial of justice, in particular, for the purpose of fostering an amicable settlement.

#### *Continuance of hearing*

28. Where a sole arbitrator is unable to continue a hearing, another arbitrator designated by the CEO shall continue the hearing and, in the case of oral evidence already produced, rely on the notes and minutes of the hearing or on the stenographer's notes or the recording of the hearing, if any.
29. The same rule also applies to the Panel except for the nomination of the arbitrators, which shall be governed according to section 11.

#### *Documentary hearing*

30. All parties are given a reasonable opportunity to review the Investigator's report where an investigation was carried out; to provide written submissions to the Panel; to review the written submissions of the other parties; to provide written rebuttal; and to provide written arguments.

## **VI EVIDENCE**

#### *Grounds of law or fact*

31. Each party may plead any ground of law or fact relevant to the determination of his rights and obligations.

#### *Refusal of evidence*

32. The Panel may refuse to admit any evidence that is not relevant or that is not of a nature likely to further the interests of justice.

#### *Judicial notice*

33. The Panel shall take judicial notice of facts that are generally recognized and of opinions and information, which fall within its area of expertise.

#### *Evidence*

34. No evidence may be relied on by the Panel in making its decision unless the parties have been given an opportunity to comment on the substance of the evidence or to refute it.

## **VII DECISION**

#### *Decision*

35. Where a matter is heard by more than one arbitrator, it shall be decided by a majority of the arbitrators who have heard it. If any arbitrator dissents, the grounds for his dissent must be recorded in the decision.

*Advisement.*

36. In any matter of whatever nature, the decision should be given immediately to the affected parties. Any decision will be accompanied by reasons;
  - a. Immediate, verbal decisions will be followed with a written statement of the decision and the reasons within one week;
  - b. In complex cases that require more time, the panel will provide their decision and reasons no later than fourteen (14) days after the hearing. Once a decision is reached, it will be communicated verbally, with a written statement of the decision and reason within one week by electronic mail;
  - c. Unless the panel decides otherwise, any disciplinary sanctions applied shall take effect immediately.

*Withdrawal*

37. Where the Panel seized of a matter fails to give a decision within the above mentioned time frame or, as the case may be, within such additional time as has been granted, the CEO may, on his own initiative or on an application by a party, withdraw the matter from said Panel.

*Extension or withdrawal*

38. Before granting an extension or withdrawing a matter from a Panel who has failed to give its decision within the required time, the CEO shall take account of the circumstances and of the interests of the parties.

*Order*

39. Any order made by the Panel in the course of a proceeding for a hearing to be held in camera or banning disclosure, publication or dissemination of documents or information shall be stated expressly in the decision.

*Copy*

40. A copy of the decision shall be sent by the Panel to each of the parties and to any other person specified by law.

*Clerical errors*

41. A decision containing an error in writing or in calculation or any other clerical error may be corrected, in the record and without further formality, by the Panel that rendered the decision.
42. Any decision of the Panel is operative according to the terms and conditions stated therein provided the parties have received a copy of the decision or have otherwise been advised of it.
43. The Panel may decide:

- a. To uphold the complaint;
- b. To deny the complaint;
- c. To design a remedy that, in the opinion of the Panel, will resolve the dispute;
- d. To determine how costs of the hearing, excluding legal fees and legal disbursements of any of the parties, shall be allocated, if at all.

The decision may include an order of specific performance, and/or a written reprimand and/or removal of certain privileges, including the right to compete, train, coach, manage or provide team support for the National Team; suspension from the National Team whether for a specified events and for specified period of time; dismissal from the National Team, termination of the Athlete Agreement; any other sanction which the Panel considers appropriate in the circumstances. Disciplinary sanctions for a major infraction are outlined in Appendix B of this policy.

#### *Appeals*

44. If a party believes the decision of the Panel rendered pursuant to this section of the Policy has violated the rule of natural justice, the decision of the Panel may be appealed according to the BCS Appeals Policy. Sanctions imposed by the Panel will remain in effect until such time as the Appeal Committee has rendered a decision.

#### **VIII TIMELINES**

45. If the circumstances of a complaint or a dispute are such that this policy will not allow a timely resolution of the matter, or if the circumstances of a complaint or a dispute are such that the matter cannot be resolved within the timelines dictated in this policy, the Panel may direct that these timelines be revised by the CEO.

#### **IX LOCATION**

46. The hearing shall take place in the location designated by the CEO, unless the Panel decides the hearing is to be held by way of telephone conference or unless, at the specific request of a party, a different location is mandated by the Panel as a preliminary matter.

#### **PART TWO**

##### **DISPUTES ARISING OUTSIDE CANADA AND WHERE THERE IS A CRITICAL LACK OF TIME**

47. Any dispute between BCS's membership arising outside of Canada and where there is a critical lack of time resulting from a breach of BCS policies, rules and contracts shall be governed by these provisions.
48. The term «outside Canada» shall mean any period of time where the BCS member is out of Canada under the auspices of BCS, including traveling to competitive events, participating in or training for such events and traveling home after the events.

#### *Formation of the Panel*

49. The ad hoc Panel shall be comprised of the following three persons: BCS Head Coach or his representative, the Team Manager or his representative and the Team Captain of the non-affected team (if possible) or his representative.
50. Notwithstanding any other process or procedure contained in this Policy, nothing shall prevent the Panel from assuming jurisdiction when the complaint, dispute or the breach of any policy, rules or contract arises outside Canada and when there is a critical lack of time to respond to a complaint or the breach and to impose, in a reasonable and fair manner, sanctions or disciplinary action against an BCS member.
51. Any sanction, discipline or remedy imposed upon the BCS member by the Panel shall:
  - a. be consistent with paragraph 43 of the Policy;
  - b. be reasonable and proportionate to the conduct complained of after reasonably investigating the manner and hearing the BCS member's version of events in a procedurally fair manner;
  - c. where a decision is made by the Panel that results in the removal of an BCS member from a competition, such a decision may only be implemented by the Panel after the Event Panel consults and obtains written approval from the CEO and the president of BCS or their representatives. The BCS members shall have the right to request a meeting with the CEO and the president before such a decision be rendered.
52. The decisions of the Panel shall be binding on all parties. Failure by an BCS member to comply with a decision and remedy properly imposed by the Panel shall result in an automatic suspension of all the BCS member's privileges and there shall be no further right to participate at such event or competition, until such time as the sanctions, discipline or other remedies are complied with.
53. Where a dispute is of a highly sensitive nature, BCS shall keep all proceedings under Part Two of this Policy confidential, except where disclosure is directed by the Panel as part of the remedy to resolve the dispute, is required by law, by order of a Court of competent jurisdiction, pursuant to Canada's Doping Policy or is in the best interests of the public.
54. If a party believes the decision of the Panel rendered pursuant to this section of the Policy has violated the rule of natural justice, the decision of the Panel may be appealed according to the appeals policy.

## **PART THREE**

### **DISPUTES INVOLVING MINOR INFRACTIONS**

#### **I APPLICATION**

55. This Part Three applies to minor infractions which may arise during the course of all BCS business, activities and events, including but not limited to, competitions, training camps, meetings and travel associated with these activities.
56. Disciplinary matters arising within the business, activities or events of provincial/territorial bobsleigh and skeleton associations, clubs, or affiliated organizations of BCS shall be dealt with using the discipline policies and mechanisms of such organizations.

## **II DISCIPLINARY PROCEDURES**

57. All disciplinary situations involving minor infractions defined in Appendix "A" and occurring within the jurisdiction of BCS shall be dealt with by the appropriate person having authority over the situation and the individual involved (this person may include, but is not restricted to, a board member, committee arbitrator, competition chairperson, official, coach, team manager, team captain or head of delegation).
58. Procedures for dealing with minor infractions shall be informal as compared to Part One and shall be determined at the discretion of the person responsible for discipline of such infractions, provided the individual being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident.
59. Minor infractions shall be recorded by the CEO using the Incident Report from Appendix "B" to this Policy. Repeat minor offences may result in a further such incident being referred to as a major infraction.
60. If a party believes the decision of the person having taken the decision has violated the rule of natural justice, the decision may be appealed according to the appeals policy.

### **APPENDIX A**

#### **Examples of minor infractions:**

1. A single incident of disrespectful, offensive, abusive, racist or sexist comments or behaviour directed towards others, including but not limited to peers, opponents, athletes, coaches, officials, administrators, spectators and sponsors
2. A single incident of being absent from BCS events and activities at which attendance is expected or required;
3. Non-compliance with the rules and regulations under which BCS events are conducted, whether at the local, provincial, national or international level.

The following disciplinary sanctions may be applied, singularly or in combination, for minor infractions:

- a. Verbal reprimand;
- b. Written reprimand to be placed in individual's file;
- c. Verbal apology;
- d. Hand-delivered written apology;
- e. Team service or other voluntary contribution to BCS;
- f. Suspension from the current competition or camp;
- g. Other sanctions as may be considered appropriate for the offense.

## **APPENDIX B**

### **Examples of major infractions:**

1. Repeated incidents of disrespectful, offensive, abusive, racist or sexist comments or behaviour directed towards others, including but not limited to peers, opponents, athletes, coaches, officials, administrators, spectators and sponsors;
2. Repeated incidents of being late for or absent from BCS events and activities at which attendance is expected or required;
3. Activities or behaviour that interfere with a competition or with any athlete's preparation for a competition;
4. Hazing, pranks, jokes or other activities, which may be construed as harassing, abusive, humiliating; or having the potential to endanger the safety of others. This would include coercive activities such as pressure to participate in a specific initiation rite and shall include acts of both physical and psychological nature.
5. Deliberate disregard for the rules and regulations under which BCS events are conducted, whether at the local, provincial, national or international level;
6. Abusive use of alcohol where abuse means a level of consumption which impairs the individual's ability to speak, walk or drive; causes the individual to behave in a disruptive manner; or interferes with the individual's ability to perform effectively and safely;
7. Any use of alcohol by athletes under the age of 18 or where prohibited by law;
8. Use of illicit drugs and narcotics;
9. Use of banned performance enhancing drugs or methods.

The following disciplinary sanctions singly or in combination, for major infractions:

- a. Written reprimand to be placed in the individuals file;
- b. Hand delivered written apology;
- c. Suspension from certain BCS events, which may include suspension from the current competition or from future teams or competitions;
- d. Suspension of all BCS or Sport Canada funding;
- e. Suspension from certain BCS activities (teams, coaching or officiating) for periods of up to three years;
- f. Suspension from all BCS activities for periods of up to three years;
- g. Expulsion from BCS;
- h. Other sanctions which may be considered appropriate for the offense.

Parts d, e, f, g and h will be reserved only for the most serious offenses.

The preceding sanctions may be modified, or added to, as required by the provisions of any other pertinent BCS policy (harassment, etc);

**APPENDIX C**

**INCIDENT REPORT**

Date and time of incident: \_\_\_\_\_

Name of writer: \_\_\_\_\_ Position: \_\_\_\_\_

Location of incident: \_\_\_\_\_

This incident is a: \_\_\_\_\_ minor infraction \_\_\_\_\_ major infraction

Individual(s) involved in the incident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Objective description of the incident (please be concise, accurate and non-judgmental):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names of individuals who observed the incident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested outcome of the Dispute:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

## APPEALS POLICY

### DEFINITIONS

«BCS» means the body duly incorporated under the name Bobsleigh CANADA Skeleton and any members of BCS as well as all individuals engaged in activities with or employed by BCS including but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, team captains, medical and paramedical personnel, administrators and employees (including contract personnel).

«Appellant» refers to the member appealing a decision and «Respondent» refers to the individual or body whose decision is being appealed.

«Days» means days irrespective of weekend or holidays.

«CEO» means, Chief Executive Officer or a substitute as appointed from time to time by the board of directors of BCS.

«Panel» shall be deemed to be the Appeal Committee

### SCOPE OF APPEAL

1. Any member of BCS who is directly affected by a decision of the Board of Directors or of any body or individual who has been delegated or given authority to make decisions on behalf of the Board of Directors shall have the right to appeal that decision, provided there are sufficient grounds for the appeal as set out in Section 7 of this Policy.
2. This Policy shall not apply to:
  - a. Matters relating to the rules of bobsleigh and skeleton, which may not be appealed;
  - b. Matters relating to international competitions in Canada but not governed by BCS such as the Olympic Games, World Championships and similar events governed by other international organizations;
  - c. Matters of employment unless otherwise stated;
  - d. Matters of budgeting and budget implementation;
  - e. Matters of operational structure and staffing.

### TIMING OF APPEAL

3. Members who wish to appeal a decision shall have ten (10) days from the date on which they received notice of the decision, to deliver a written Notice of Appeal to the CEO.
4. Notice of Appeal shall contain the following information:
  - a. Appellant's name and address;
  - b. Date the appellant was advised of the decision being appealed;
  - c. Name of the individual who communicated the decision to the Appellant;
  - d. Appellant's status;



- e. Copy of decision being appealed or description of decision if written document is not available;

Each Appeal must be accompanied by a \$100.00 deposit, refundable in the case of a successful appeal.

5. Notices may be delivered in person to the CEO, or delivered by fax, courier, special delivery, or in person to the BCS Office.
6. Any party wishing to initiate an appeal beyond the 10 day period must provide a written request stating reasons for an exemption to the requirement. The decision to allow, or not allow an appeal outside the 10 day period shall be at the sole *discretion of the CEO*.

#### **GROUNDS FOR APPEAL**

7. A decision cannot be appealed on its facts alone. An appeal may be heard only if the appeal on its face discloses sufficient grounds for the appeal. In order for an appeal to demonstrate sufficient grounds for appeal, it must allege that the respondent did one or more of the following:
  - a. Made a decision for which it did not have authority or jurisdiction as set out in the BCS's governing documents, rules and policies;
  - b. Failed to follow procedures as laid out in the bylaws or approved policies of BCS;
  - c. Made a decision which was influenced by bias, which is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views;
  - d. Exercised its discretion for an improper purpose;
  - e. Made a decision for which there is no supporting evidence;
  - f. Made a decision which was grossly unreasonable.

With respect to grounds of appeal c. and f. above, the appellant must establish that he or she was prejudiced because of the matter complained of under that ground of appeal, or that the matter complained of had, or may reasonably have had, or had it been known by the decision maker may reasonably have had, a material effect on the decision maker whose decision is under appeal.

#### **APPEALS PANEL**

8. The appeals Panel shall be established as follows:
  - a. The Panel shall be comprised of three individuals who shall have no significant relationship with the affected parties and shall have no involvement with the decision being appealed, and shall be free from any other actual or perceived bias or conflict;
  - b. The Appellant shall be given the opportunity to recommend a peer member on the Panel, provided that member satisfies criterion a. above;
  - c. Should the Appellant not recommend the Panel member as set out in b. above within 5 days, the CEO shall appoint the peer member of the Panel.
9. The Appeals Panel shall select from themselves a Chairperson.

## **SCREENING OF APPEAL**

10. Within 7 days of its appointment the Appeals Panel shall review the Notice of Appeal and reasons for the appeal. If the Appeals Panel is of the view that the Notice of Appeal and reasons stated therein for the appeal do not on their face appear to set forth sufficient grounds for an appeal, the Appeals Panel shall so advise the appellant and provide the appellant with an opportunity to demonstrate that the Notice of Appeal and reasons for the appeal do in fact on their face show sufficient grounds for an appeal. The respondent shall also be advised by the Appeals Panel of this process and given the opportunity to make submissions to the Appeals Panel on this issue as well. If and only if, the Appeals Panel is of the unanimous opinion that it is patent and obvious from what is contained in the Notice of Appeal that, notwithstanding the submissions of the appellant, there are not sufficient grounds for an appeal and the appeal cannot possibly succeed even if the allegations contained in the Notice of Appeal are accepted as true and accurate, the appeal shall be dismissed by the Appeals Panel. The decision of the Appeals Panel shall be final and binding and not subject to further review or arbitration and may not be appealed.
11. If the Appeals Panel is satisfied that there are not sufficient grounds for an appeal, it shall notify the appellant of this decision in writing, stating reasons. If the Appeals Panel is satisfied that there are sufficient grounds for an appeal, it shall conduct a Hearing.

## **PRELIMINARY CONFERENCE**

12. The Panel may determine that the circumstances of the dispute warrant a preliminary conference:
  - a. The matters which may be considered at a preliminary conference include date and location of hearing, timelines for exchange of documents, format for the appeal, clarification of issues in dispute, any procedural matter, order and procedure of hearing, remedies being sought, identification of witnesses, and any other matter which may assist in expediting the appeal proceedings.
  - b. The Panel may delegate to its Chairperson the authority to deal with these preliminary matters.

## **PROCEDURE FOR THE APPEAL**

13. If the Appeals Panel conducts a Hearing, the Panel shall govern the appeal by such procedures as it deems appropriate, provided that:
  - a. The Hearing shall be held within 21 days of the Panel's appointment;
  - b. The appellant and respondent shall be given 7 days written notice of the date, time and place of the appeal hearing;
  - c. A quorum shall be all three Panel members;
  - d. In the case that a Panel member shall die, or refuse to act, or become incapable of acting as a Panel member before the actual Hearing of the appeal has commenced, the party (appellant or respondent) who appointed such Panel member shall forth with thereafter appoint a replacement Panel member to be the Panel member in the place and stead of the Panel member who has died, or refused to act or become incapable of acting, and if the Panel member in question is the Panel member who was appointed by the respective Panel members appointed by the parties, the two

Panel members appointed by the parties shall appoint the replacement Panel member. In the case that a Panel member shall die, or refuse to act, or become incapable of acting as a Panel member after the actual Hearing of the Appeal has commenced, the Hearing and Appeal shall be completed by the Panel members remaining and the Panel members remaining shall have full authority to complete and finally dispose of the appeal. In that case a quorum shall be the number of Panel members remaining;

- e. Decisions shall be by majority vote, where the Chairperson carries a vote;
- f. Copies of any written documents which any of the Parties would like the Panel to consider shall be provided to the Panel, and to all other parties, at least 5 days in advance of the hearing. Written documents shall not otherwise be received and considered by the Appeals Panel unless with the consent of all parties, or in the event the Appeals Panel determines it just and equitable to do so;
- g. Both the appellant and respondent may be accompanied by a representative or adviser, including legal counsel;
- h. The Appeals Panel may request that any other individual participate and give evidence at the Hearing;
- i. The Appeals Panel may shorten any of the time periods provided for relative to the Hearing, having particular regard to the timing of any event or circumstance that is imminent and once passed will render the appeal of no practical consequence;
- j. The Appeals Panel may, at any stage of the appeal but not after the hearing has been completed, order that any other member be added as a party to the appeal, whose presence as a party is necessary to enable the Appeals Panel to determine effectively and completely the issues raised by the appeal, and any member so added shall have all the same rights as a respondent to the appeal except to the extent such may reasonably be abridged by the Appeals Panel having regard to the timing of the order adding the member. The Appeals Panel may delegate to its Chairperson the authority to deal with the issue of adding a party to the appeal and other related issues thereto as provided herein;
- k. Any party to the Appeal (the appellant, respondent, or an added party) shall be entitled to address the Appeals Panel in either English or French and shall so notify the Appeals Panel of the language intended to be used so that appropriate translation services, if necessary can be arranged. Should a party to the appeal wish to provide evidence, oral or written, from a witness that party shall be responsible for the costs for any translation services necessary for that witness;
- l. The Appeals Panel may allow as evidence at the hearing, subject to the disclosure requirements provided for herein, any oral evidence and any document or thing relevant to the subject matter of the appeal, but the Appeals Panel may exclude any such evidence that is unduly repetitious;
- m. The onus shall be on the appellant to establish on the balance of probabilities any factual basis for the appeal, and the grounds of appeal themselves;
- n. The Appeals Panel may conduct such preliminary meetings (by conference call, videoconference or in person) with the parties as it deems appropriate to expedite the actual hearing of the appeal.

14. In order to keep costs to a reasonable level the Panel may conduct the appeal by means of a telephone or videoconference.

#### **APPEAL DECISION**

15. Within 7 days of concluding the appeal, the Panel shall issue its written decision, with reasons. In making this decision, the Panel shall have no greater authority than that of the original decision-maker. The Panel may decide:
  - a. To confirm the decision and dismiss the appeal;
  - b. To void the decision and refer the matter back to the initial decision-maker for a new decision;
  - c. To vary the decision where it is found that an error occurred and such an error cannot be corrected by the original decision-maker for reasons which include, but are not limited to, lack of clear procedure, lack of time, or lack of neutrality; and
  - d. To determine how costs of the appeal shall be allocated excluding the legal costs and legal disbursements, if at all.
  - e. A copy of the decision shall be provided to all Parties and to the CEO.
16. The decision of the Appeals Panel shall be final and binding on all parties.

#### **TIMELINES**

17. If the circumstances of the appeal, or if circumstances beyond or outside of the appeal, are such that this Policy will not allow a timely appeal or timely appeal decision, the Panel may direct that these timelines be abridged. If the circumstances of the appeal, or if circumstances beyond or outside of the appeal, are such that the appeal cannot be concluded within the timelines dictated in this Policy, the Panel may direct that these timelines be extended. The Panel may delegate this authority to abridge or extend the timelines to the Chairperson as provided for in paragraph 12 b. above;

#### **DOCUMENTARY APPEAL**

18. Any Party to the appeal may request that the Panel conduct the appeal by way of documentary evidence. The Panel may seek agreement from the other Parties to proceed in this fashion. If agreement is not forthcoming, the Panel shall decide whether the appeal shall proceed by way of documentary evidence or in-person hearing.

#### **ARBITRATION**

19. All differences or disputes shall first be submitted to appeal pursuant to the appeal process set out in this Policy.
20. If any party believes the Appeal Panel has made an error such as those described in paragraph 8 of this Policy, that party may refer any dispute, other than those related to the AAP, to independent arbitration through the Sport Dispute Resolution Centre of Canada (SRDCC) provided the party does so within the prescribed timeline as set out by the SRDCC. The matters that can be considered by arbitration and the terms under which the arbitration can be conducted will be determined by the SRDCC.

#### **LOCATION AND JURISDICTION**

21. Any appeal shall take place in Calgary unless held by way of telephone conference call or held elsewhere as may be decided by the Panel as a preliminary matter.
22. This policy shall be governed and construed in accordance with the laws of the Province of Alberta although the appeal takes place in any other province.
23. No action or legal proceeding shall be commenced against Bobsleigh CANADA Skeleton in respect of a dispute, unless Bobsleigh CANADA Skeleton has refused or failed to abide by the provisions for appeal and/or arbitration of the dispute, as set out in this policy.