

Discipline & Complaints Policy

(D&C Policy)

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1. POLICY DEFINITIONS

- 1.1. **D&C Policy** means this Discipline & Complaints Policy of BCS.
- 1.2. **BCS** means the body duly incorporated under the name Bobsleigh CANADA Skeleton.
- 1.3. **Participant** means (i) any recognized member of BCS per BCS's governing By-Laws, and (ii) any individual engaged in activities with or employed/contracted by BCS including but not limited to athletes, coaches, trainers, managers, officials, volunteers, administrators, employees, contractors, directors and officers, parents/guardians and spectators.
- 1.4. **CEO** means the Chief Executive Officer (also known as the Executive Director) of BCS, or a substitute as appointed from time-to-time by the BoD.
- 1.5. **Chair** means the Chair (also known as the President) of the BCS Board of Directors.
- 1.6. **CEO/CHAIR** means the BCS person responsible for processing, as described herein, a complaint that is within BCS's jurisdiction to address. The CEO will be the default person for fulfilling such responsibility except regarding complaints for which the CEO or a member of the BCS Board of Directors (other than the Chair) is the Respondent, in which case the Chair will be the responsible person. In cases for which the Chair is the Respondent, the Vice-Chair of the BCS Board of Directors will be responsible for processing the complaint.
- 1.7. **ITP** means *Independent Third Party*, the individual who is external to BCS and who is retained by and acts on behalf of BCS in fulfilling various responsibilities outlined in this D&C Policy. In fulfilling their responsibilities, the ITP cannot have any real or perceived conflict of interest or have a direct relationship with any of the Parties. The ITP supporting BCS and its Participants can be reached at laurie@ewcsport.com or <https://wkf.ms/47k4bfQ>.
- 1.8. **UCCMS** means the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport*, as amended from time to time.
- 1.9. **CCES** means the *Canadian Centre for Ethics in Sport*, which has responsibility commencing April 1, 2025 for administration of the UCCMS under its **Canadian Safe Sport Program (CSSP)**.
- 1.10. **CSSP Participant** refers to a Participant who has consented to be bound by CCES's CSSP and, as such, the UCCMS.
- 1.11. **Complainant** means any individual, whether a Participant or not, who makes a report of an incident, or a suspected incident, that may be a violation of the standards described in BCS's policies, by-laws, rules or regulations, or in the UCCMS.
- 1.12. **Respondent** means the Participant who is the subject of the complaint.
- 1.13. **Parties** means all individuals and entities involved in a complaint.
- 1.14. **Days** means days inclusive of weekends and holidays, as applicable.

2. POLICY PURPOSE

- 2.1. Participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with all BCS policies, by-laws, rules, and regulations, as updated and amended from time to time.
- 2.2. Non-compliance with any BCS policy, by-law, rule, or regulation may result in the imposition of sanctions pursuant to this Policy.

3. POLICY APPLICATION

- 3.1. This D&C Policy applies to all Participants regarding any reported alleged breaches of any BCS policy, by-law, rule, or regulation that cites this D&C Policy as being applicable for addressing such alleged breaches including but not limited to the UCCMS.
- 3.2. This D&C Policy applies to complaints reported regarding a Participant's conduct that may arise *during or outside* the business, activities and events of BCS.
- 3.3. In addition to being subject to sanctions pursuant to this D&C Policy, a Respondent may also incur additional consequences subject to (i) the Respondent's role within BCS, (ii) any agreement or contract the Respondent has with BCS, and/or (iii) other relevant BCS policy.
- 3.4. This D&C Policy does NOT apply to any discipline or sanctions that the BCS Board of Directors, BCS CEO, or BCS management within their delegated authority, may exercise in the normal course of fulfilling their day-to-day duties for BCS. Any Participant who is subjected to and opposes such discipline or sanctions may be able to appeal it in accordance with BCS's *Appeals Policy*.

4. REPORTING A COMPLAINT

- 4.1. Any Participant may elect to become a Complainant by reporting a complaint pursuant to this D&C Policy, if they experience or believe in good faith that there has been a breach of (i) the UCCMS and/or (ii) any BCS policy, by-law, rule or regulation.
- 4.2. **UCCMS Allegations**
 - 4.2.1. Any incident that involves an alleged violation of the UCCMS by a CSSP Participant must be reported to CCES and will be addressed pursuant to the CSSP policies and procedures.
 - 4.2.2. Any incident that involves an alleged violation of the UCCMS by an individual who is NOT a CSSP Participant should be reported to the ITP (laurie@ewcsport.com or <https://wkf.ms/47k4bfQ>). Such incidents will be addressed pursuant to the policies and procedures described in this D&C Policy.
 - 4.2.3. Should the ITP receive a complaint that they determine is within the jurisdiction of the CCES, they must refer the matter to CCES and notify the Complainant of this referral.
- 4.3. **Other (Non-UCCMS) Allegations**
 - 4.3.1. Any complaint involving an alleged breach of BCS policy, by-law, rule or regulation, which does NOT fall within the scope of the UCCMS, may be reported by a Complainant in writing to the ITP (laurie@ewcsport.com or <https://wkf.ms/47k4bfQ>) within thirty (30) days of the alleged breach's occurrence.
 - 4.3.2. The 30-day limitation may be waived at the ITP's sole discretion if the ITP considers that there were extenuating circumstances that prevented the Complainant reporting within the thirty days. Any such decision by the ITP is NOT subject to appeal.
 - 4.3.3. If a complaint is initially reported to CCES and then gets referred by CCES to the ITP, the 30-day limitation does not apply.

- 4.3.4. A Participant who wants to report a non-UCCMS complaint but (i) who fears retribution or reprisal or (ii) who otherwise considers that their identity must remain confidential may report their complaint to the ITP and request that their identity be kept confidential. If the ITP accepts a complaint under such conditions, and notwithstanding that the Participant still may be required to provide evidence during the process, the ITP may ask that a member of the BCS Board of Directors act as the Complainant.

5. COMPLAINTS INVOLVING MINORS

- 5.1. Complaints may be brought by or against a Participant who is a Minor.
- 5.2. Minors must have a parent/guardian or other adult serve as their representative during this D&C process. If the Minor's representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the Minor's parent/guardian.
- 5.3. Any communication from the ITP or CEO/CHAIR, as applicable, must be directed to the Minor's representative.
- 5.4. A Minor is not required to attend or participate in an oral hearing or an investigation. In such circumstances, no adverse inference can be drawn against the Minor.

6. COMPLAINT TRIAGE

- 6.1. Firstly, upon receipt of a complaint, the ITP shall determine (i) whether the complaint falls within the jurisdiction of BCS under this D&C Policy and was satisfactorily submitted (refer Section 4) or (ii) whether it should be referred to CCES.
- 6.2. Secondly, if the complaint is within the jurisdiction of BCS, the ITP shall determine:
 - 6.2.1. Whether the complaint has been submitted in accordance with the timelines indicated herein;
 - 6.2.2. Whether the complaint is frivolous, vexatious or if it has been made in bad faith; and
 - 6.2.3. Whether the alleged conduct should be investigated pursuant to Appendix A – Arm's-Length Investigator.
- 6.3. Thirdly, upon the satisfaction of Section 6.1 and the conclusions made in Section 6.2, the ITP shall determine whether the circumstances warrant that (i) an Alternate Dispute Resolution process (refer Section 7) or (ii) Provisional Discipline (refer Section 8) be considered.

7. ALTERNATE DISPUTE RESOLUTION (ADR)

- 7.1. As part of Complaint Triage (refer Section 6.3), the ITP in consultation with the CEO/CHAIR may suggest, and the Parties may consent, to attempt to resolve the issue under the Alternate Dispute Resolution process described in Appendix B.

8. PROVISIONAL DISCIPLINE

- 8.1. As part of Complaint Triage (refer Section 6.3), the ITP may determine it appropriate that an alleged incident warrants immediate discipline, possibly including provisional suspension, of a

- Participant pending completion of the BCS D&C process as described herein, a criminal process, and/or any other relevant investigation and proceeding.
- 8.2. To conclude whether and what immediate discipline is warranted (per Section 8.1), if any, the ITP will:
- a) request that each of the Complainant and the Respondent provide to the ITP a submission as to what each Party would consider to be a reasonable provisional measure in the context of the alleged incident; and
 - b) impose, or not, provisional discipline against the Respondent.
- 8.3. Provisional Discipline is NOT eligible for appeal under the *Appeals Policy* of BCS.

9. BCS COMPLAINT PROCESSING

- 9.1. After determining through Complaint Triage that a complaint is within the jurisdiction of BCS (refer Section 6), and if the Alternate Dispute Resolution process was not pursued or did not conclude in an agreed settlement (refer Section 7), the ITP will refer the matter to the CEO/CHAIR who will undertake their complaint processing.
- 9.2. In processing the complaint, the CEO/CHAIR may:
- 9.2.1. Ask the Complainant and the Respondent for either written or oral submissions regarding the incident. Each Party shall have the right to receive the other Party's submissions. In the case of oral submissions, each Party shall be present when such submissions are made (unless waived by a Party); and/or
 - 9.2.2. Convene the Parties to a Hearing, either, in person or by way of video or teleconference in order to discuss the matter and query the Parties.
- 9.3. A Hearing will be governed by procedures that the CEO/CHAIR deems appropriate but, in any case, will ensure that:
- c) The Parties are given appropriate notice of the day, time, and place of the hearing;
 - d) Copies of any written documents, which any of the Parties wish to have the CEO/CHAIR consider, will be provided to all Parties prior to the Hearing;
 - e) Parties may engage a representative, advisor, or legal counsel at their own cost;
 - f) The CEO/CHAIR may request that any other individual participate and give evidence at the hearing.
- 9.4. If the Respondent acknowledges the facts of the incident(s), the Respondent may waive the Hearing, in which case the CEO/CHAIR will determine the appropriate sanction (refer Section 11). The CEO/CHAIR may still hold a Hearing for the purpose of determining an appropriate sanction.
- 9.5. A Hearing may proceed even if a Party chooses not to participate in the Hearing.
- 9.6. In fulfilling their duties, the CEO/CHAIR may obtain independent advice.
- 9.7. Upon considering (i) the evidence and arguments conveyed through the procedures and (ii) each Party's history of any previous incidents, the CEO/CHAIR will make their decision (refer Section 10).

- 9.8. A record of each Complaint, including the nature of the incident, the Parties involved, the decision(s) and the sanction(s) will be documented by the CEO/CHAIR and maintained by BCS. Subject to Section 9.9, records will be maintained by BCS in accordance with its *Privacy Policy*.
- 9.9. In the case of a complaint for which it is concluded that a breach was committed by the Respondent, some or all parts of the record cited in Section 9.8 may be treated as a matter of public record. In the case of a complaint for which it is concluded that there was no breach and the matter dismissed, any of the record cited in Section 9.8 may only be made public with the Respondent's consent.

10. BCS COMPLAINT DECISIONING

- 10.1. If the CEO/CHAIR determines that no breach occurred, they shall dismiss the complaint.
- 10.2. If the CEO/CHAIR determines that a breach did occur, then they must decide if and what sanctions should be applied (see Section 11).
- 10.3. Within ten (10) days of concluding Complaint Processing (per Section 9.7), the CEO/CHAIR will inform the Parties and the BCS Board of Directors-in writing of the decision. At their discretion, the CEO/CHAIR may choose to first issue an oral or summary decision sooner, with the full written decision to be issued before the end of the 10-day period. The full written decision will include, at a minimum:
 - a) Jurisdiction;
 - b) Key facts and relevant evidence;
 - c) Specific provision(s) of BCS's policies, bylaws, rules or regulations that were breached;
 - d) Summary rationale for the decision;
 - e) Which Party is responsible for any costs of implementing any sanction;
 - f) Who or which entity is responsible for monitoring that the sanctioned Respondent adheres to the terms of the sanction;
 - g) Any reinstatement conditions that the Respondent must satisfy; and
 - h) Who or which entity is responsible for ensuring that the sanction conditions have been satisfied.
- 10.4. The decision will take effect immediately unless specified otherwise by the CEO/CHAIR.

11. BCS SANCTIONING

- 11.1. When determining an appropriate sanction, the CEO/CHAIR will consider the following, as applicable:
 - a) The Parties' complaint and discipline history;
 - b) The nature and duration of the Complainant-Respondent relationship, including whether there is a power imbalance;
 - c) The age of the Complainant and the Respondent;
 - d) Any real or perceived impact of the incident on the Complainant, BCS, or others;
 - e) Whether the Respondent poses an ongoing or future risk to BCS or others;

- f) Whether, given the facts and circumstances, continued participation in the sport community is appropriate;
 - g) The extent to which the Respondent proactively admits to the alleged offense(s), accepts responsibility, and/or cooperates in this Discipline & Complaints process;
 - h) Circumstantial factors regarding the Respondent (e.g. lack of appropriate knowledge or training regarding the required behaviour; addiction; disability; illness);
 - i) A Respondent who is in a position of trust, intimate contact, or high-impact decision-making may face more serious sanctions; and/or
 - j) Other mitigating or aggravating considerations.
- 11.2. Sanctions must be proportionate and reasonable. However, progressive discipline is not required, and a single incident of misconduct may justify elevated or combined sanctions.
- 11.3. The CEO/CHAIR may apply the following disciplinary sanctions, singularly or in combination:
- 11.3.1. **Oral or Written Warning** - An oral reprimand or a written notice that a Participant has violated BCS policy, bylaw, rule and/or regulation, and that more severe sanctions will result should the Participant be involved in other violations.
 - 11.3.2. **Education** - The requirement that a Participant undertake specified educational or similar remedial measures to address the violation(s) of BCS policy, bylaw, rule and/or regulation.
 - 11.3.3. **Probation** – A sanction whereby a Participant loses certain privileges or must endure other conditions, restrictions, or requirements for a specified period. If, during such probationary period, the Participant commits any further violation of BCS policy, bylaw, rule and/or regulation, additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility may result.
 - 11.3.4. **Suspension** - Suspension, either for a set time or until further notice, from participation, in any capacity, in any activity associated with BCS. A suspended Participant may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the Participant satisfying specific conditions noted at the time of suspension.
 - 11.3.5. **Eligibility Restrictions** - Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions.
 - 11.3.6. **Permanent Ineligibility** - Ineligibility to participate in any capacity in any activity associated with BCS.
 - 11.3.7. **Other Discretionary Sanctions** - Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate.
- 11.4. A Participant's conviction for certain Criminal Code offenses shall carry a presumptive sanction of permanent ineligibility from participating with BCS. Such Criminal Code offences may include, but are not limited to:
- a) Any child pornography offences;

- b) Any sexual offences;
 - c) Any offence of physical violence;
 - d) Any offence of assault; and/or
 - e) Any offence involving trafficking of illegal drugs.
- 11.5. A Participant's failure to comply with a sanction will result in their automatic suspension until such time as compliance occurs.

12. CCES SANCTIONS

- 12.1. BCS will ensure that any sanctions or measures imposed by CCES will be implemented and respected within BCS's jurisdiction, once BCS receives appropriate notice of any sanction or measure from CCES.

13. APPEALS

- 13.1. The decision of the CEO/CHAIR may be appealed in accordance with BCS's *Appeals Policy*.

14. CONFIDENTIALITY

- 14.1. The processing of any complaint received by BCS is confidential, involving only BCS, the ITP, the Parties (and their representatives or witnesses) and, if applicable, any advisors to the CEO/CHAIR.
- 14.2. Once a process is initiated and until a decision is released, none of the parties noted in Section 14.1 will disclose any information relating to the discipline or complaint to any person not involved in the proceedings, unless BCS is required to notify an organization such as, but not limited to, an international federation and/or Sport Canada, or notification is otherwise required by law.
- 14.3. Any failure to respect this confidentiality requirement may result in further sanctions or discipline by BCS.

15. TIMELINES

- 15.1. If the circumstances of a complaint are such that adhering to the timelines cited in this Policy will not facilitate a timely outcome, the ITP or CEO/CHAIR, as applicable, may direct that these timelines to be revised.

16. RECORDS & REPORTING

- 16.1. If appropriate, other individuals or organizations, including but not limited to, national/provincial/territorial sport organizations and sport clubs, may be advised of any decisions rendered under this D&C Policy.
- 16.2. BCS recognizes that a publicly-available searchable database or registry of Respondents who have been sanctioned, or whose eligibility to participate in sport has in some way been restricted, may be maintained and may be subject to provisions in the UCCMS.

16.3. BCS may publish a general statistical report of the activity that has been conducted pursuant to this *Discipline & Complaints Policy*. This report shall not include any information that is confidential under this D&C Policy, but may include statistics such as, but not limited to (i) the number of complaints reported to BCS, (ii) the number of cases that were resolved through Alternate Dispute Resolution and BCS Complaint Processing, (iii) the number of appeals filed pursuant to BCS's *Appeal Policy* and (iv) whether appeals were upheld, partially upheld or dismissed.

17. PRIVACY

17.1. The collection, use and disclosure of any personal information pursuant to this D&C Policy is subject to BCS's *Privacy Policy*.

17.2. All Parties shall comply with BCS's *Privacy Policy*.

APPENDIX A – ARM’S-LENGTH INVESTIGATOR

DETERMINATION

1. Pursuant to Section 6.2.3 of this D&C Policy, during the triage process, the ITP in consultation with the CEO/CHAIR, may determine that a complaint warrants investigation by an individual or entity with expertise in investigative matters (an “*Investigator*”). For such a case, the ITP will engage an Investigator (i) who is fully arm’s-length from any party associated with the complaint and (ii) who has no conflict of interest.

INVESTIGATION

2. Federal and/or Provincial/Territorial legislation related to Workplace Harassment may apply to the investigation if Harassment was directed toward an employee in a Workplace. The Investigator should review workplace safety legislation, BCS’s policies for human resources, and/or consult independent experts to determine whether legislation applies to the complaint.
3. The investigation may take any form decided by the Investigator, guided by any applicable Federal and/or Provincial/Territorial legislation. The investigation may include but may not be limited to:
 - a) Interviews with the Complainant;
 - b) Witness interviews;
 - c) Statement of facts (Complainant’s perspective) prepared by investigator, acknowledged by the Complainant and provided to the Respondent);
 - d) Interviews with the Respondent; and/or
 - e) Statement of facts (Respondent’s perspective) prepared by investigator, acknowledged by the Respondent and provided to the Complainant.
4. The Investigator must be aware that sport-specific differences exist with respect to such aspects as acceptable levels of touch, physical contact, and aggression during training or competition and will consider such differences during the investigative process.

INVESTIGATOR’S REPORT

5. Upon completion of their investigation, the Investigator shall prepare a written Report that shall include a summary of evidence from the Parties and any witnesses interviewed. The Report shall also include a non-binding recommendation from the Investigator as to: (i) whether an allegation should be dismissed in whole or in part, or (ii) if not fully dismissed, whether an allegation should be further handled per the CCES process, the BCS D&C Process as described herein, a criminal process, and/or another relevant process.

6. Should the Investigator find that there are possible *Criminal Code* offences, the Investigator shall advise the ITP, the CEO/CHAIR, and the Parties, and the matter shall be referred by the CEO/CHAIR to the police.
7. The Investigator's Report will be provided to the ITP and CEO/CHAIR. The CEO/CHAIR will disclose, at their discretion, all or part of the investigation to BCS.

REPRISAL AND RETALIATION

8. A Participant who submits a complaint to the ITP, or who gives evidence to an Investigator, may not be subject to reprisal or retaliation by another Participant. Any Participant committing or abetting reprisal or retaliation will be subject to disciplinary proceedings pursuant to this *D&C Policy*.

MALEVOLENT ALLEGATIONS

9. A Participant who submits an allegation that the Investigator determines to be malicious, false, or for the purpose of retribution, retaliation or vengeance:
 - 9.1. May, pursuant to this D&C Policy, become subject to a complaint by BCS or the Participant against whom the malevolent allegation was made; and/or
 - 9.2. May be required to pay for the cost of the investigation that came to this conclusion, and will automatically be deemed to not be in good standing and, at a minimum, will be prohibited from participating in any BCS activity until the cost is paid in full.

INVESTIGATION CONFIDENTIALITY

10. The Investigator will make reasonable efforts to preserve the anonymity of the Parties. However, BCS recognizes that maintaining full anonymity during an investigation may not be feasible.

APPENDIX B – ALTERNATE DISPUTE RESOLUTION (ADR)

PURPOSE

1. BCS supports the principles of *Alternate Dispute Resolution* (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve issues.
2. BCS encourages all Participants and Parties to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. BCS believes that negotiated settlements are usually preferable to outcomes resolved through other resolution techniques.

APPLICATION

3. Under this D&C policy, ADR is only applicable when all Parties to the issue agree that such a course of action would be mutually beneficial.

FACILITATION AND MEDIATION

4. If all Parties agree to ADR, a mediator or facilitator, acceptable to all Parties, shall be appointed by the ITP in consultation with the CEO/CHAIR to mediate or facilitate the dispute.
5. The costs of mediation or facilitation shall be borne by the Complainant and Respondent, unless agreed to otherwise with BCS. The Parties are responsible for the costs of their legal counsel (if applicable) or the costs of any other form of representation.
6. Where BCS is involved in the matter, it may, upon agreement of the other parties, refer the matter for mediation using the mediation services of the Sport Dispute Resolution Centre of Canada (SDRCC).
7. The mediator or facilitator shall decide the format under which the issue shall be mediated or facilitated and may, if they consider it appropriate, specify a deadline before which the Complainant and Respondent must reach a negotiated settlement.
8. The final negotiated settlement will be communicated by the mediator or facilitator to the Complainant, Respondent, the ITP, and the CEO/CHAIR.
9. Any actions that are to be taken as a result of the settlement shall be enacted on the timelines specified by the settlement.

10. If BCS is required to implement any part of a settlement, it shall become a Party to the mediation or it shall be given the opportunity to approve the settlement, but only with respect to aspects of the settlement that affect BCS.
11. Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator, the dispute shall be considered under the appropriate section of this D&C Policy.

FINAL AND BINDING

12. Settlements negotiated by ADR may NOT be appealed.
13. Settlements will be binding on the Parties and shall, unless the Parties agree otherwise, remain confidential and will be protected by BCS's *Privacy Policy*.
14. No action or legal proceeding will be commenced against BCS or its Participants in respect of an issue, unless BCS has refused or failed to provide or abide by its governing documents.

APPENDIX C – DISCIPLINE & COMPLAINT PROCESS FLOW CHART

