



CONSTITUTION AND BYLAWS OF THE MANITOBA TRAPSHOOTING ASSOCIATION

(Revised October 30, 2022)





POLICY - MANITOBA CORPORATIONS ACT – COMPLIANT BYLAWS

“Organization” refers to: Manitoba Trap Shooting Association Inc

ORGANIZATION BY-LAWS

ARTICLE I GENERAL

1. **Purpose** – These By-laws relate to the general conduct of the affairs of the Organization, a corporation without share capital incorporated under the *Manitoba Corporations Act*.

- 1.2 **Definitions** – The following terms have these meanings in these By-laws
 - a. *Act* – the Manitoba Corporations Act (C.C.S.M. c. C225), as amended
 - b. *Articles* – the Corporation’s Articles of Incorporation filed with the Registrar
 - c. *Corporation* – the Organization
 - d. *Auditor* – an individual appointed by the Members at the Annual Meeting of the Members to audit the books, accounts and records of the Corporation for a report to the Members at the next Annual Meeting. The Auditor will not be an Employee or a Director of the Corporation
 - e. *Board* – the Board of Directors of the Corporation
 - f. *Days* – days including weekends and holidays
 - g. *Director* – an individual elected or appointed to serve on the Board pursuant to these By-laws
 - h. *Member* – all categories of membership pursuant to these By-laws
 - i. *Officer* – an individual elected or appointed to serve as an Officer of the Corporation pursuant to these By-laws
 - j. *Ordinary Resolution* – a resolution passed by a majority of the votes cast on that resolution
 - k. *Registrar* – the Manitoba Registrar of Companies, or any successor or replacement agency
 - l. *Special Resolution* – a resolution passed by not less than two-thirds of the votes cast on that resolution or signed by all the voting members entitled to vote on that resolution

- 1.3 **Head Office** – The head office of the Corporation will be located at an address in Manitoba as specified in the Articles.

- 1.4 **Corporate Seal** – The Corporation may have a corporate seal, which may be adopted and may be changed by Ordinary Resolution of the Board.

- 1.5 **No Gain for Members** – The Corporation will be carried on without the purpose of gain for its members and any profits or other accretions to the Corporation will be used in promoting its objects.

- 1.6 **Ruling on By-laws** – Except as provided in the Act, the Board will have the authority to interpret any provision of these By-laws that is contradictory, ambiguous, or unclear, provided such interpretation is consistent with the objects of the Corporation.



POLICIES and PROCEDURES (CONT'D)

- 1.7 Conduct of Meetings – Unless otherwise specified in the Act or these By-laws, meetings of the Members and meetings of the Board will be conducted according to Robert's Rules of Order (current edition).
- 1.8 Interpretation – Word importing the singular will include the plural and vice versa, words importing the masculine will include the feminine and vice versa, and words importing persons will include bodies corporate.

ARTICLE II MEMBERSHIP

Categories of Membership

- 2.1 Categories – The Corporation has the following categories of Member:
- Club/League Member – A club or league.
 - Individual Member – Any individual who is a participant, coach, official, or administrator.
 - Honourary Member – Any individual approved by Special Resolution of the Board who has contributed greatly to the development or promotion of the Corporation.
- 2.2 Registration – Each category of member must register with the Corporation and agree to abide by the Corporation's By-laws, policies, procedures, rules and regulations or, if the member is under the age of 18, have a parent or guardian agree to abide by the Corporation's By-laws, policies, procedures, rules and regulations on behalf of the member.

Authority of Members

- 2.3 Membership Authority – The members of the Corporation will have the following powers:
- To appoint the Auditor
 - To amend the By-laws
 - To elect Directors; and
 - As provided in the Act and in these By-laws

Admission of Members

- 2.4 Admission of Members – Any candidate will be admitted as a member or renewed as a member if:
- The candidate member makes an application for membership in a manner prescribed by the Corporation;
 - The candidate member was at any time previously a member, the candidate member was a member in good standing at the time of ceasing to be a member;
 - The candidate member has paid dues as prescribed by the Board;
 - The candidate member agrees to uphold and comply with the Corporation's governing documents;
 - The candidate member meets any other condition of membership determined by the Board;
 - The candidate member has met the applicable definition listed in Section 2.1; and
 - The candidate member has been approved by Ordinary Resolution by the Board or by any committee or individual delegated this authority by the Board.

Membership Status and Dues



POLICIES and PROCEDURES (CONT'D)

- 2.5 Duration – Unless otherwise determined by the Board, membership with the Corporation begins as described below and ends as described below or when the member resigns or is terminated from membership:
- Club/League Member – begins on the date the Board accepts the member's registration and ends on a date determined by the Board common to all Club/League members
 - Individual Member – begins on the date the Board accepts the member's registration and ends on a date determined by the Board
 - Honorary Member – begins on the date the Board accepts the member's registration and continues indefinitely
- 2.6 Fees – Membership fees will be determined annually by the Board.
- 2.7 Deadline – Members will be notified in writing of the membership dues at any time payable, and if the membership dues are not paid within sixty (60) days of the membership renewal date or notice of default, the member in default will automatically cease to be a member of the Corporation.

Transfer, Suspension, and Termination of Membership

- 2.8 Transfer – Membership in the Corporation is non-transferable.
- 2.9 Suspension – A member may be suspended, pending the outcome of a discipline hearing in accordance with the Corporation's policies related to discipline, or by Special Resolution of the Board at a meeting of the Board provided the member has been given notice of and the opportunity to be heard at such meeting.
- 2.10 Termination – Membership in the Corporation will terminate immediately upon:
- The expiration of the member's annual membership, unless renewed in accordance with these By-laws;
 - The member fails to maintain any of the qualifications or conditions of membership described in Section 2.1 of these By-laws;
 - Resignation by the member by giving written notice to the Corporation;
 - Dissolution of the Corporation;
 - A decision made by a panel in accordance with the Corporation's applicable discipline policies;
 - The member's death or dissolution; or
 - By Ordinary Resolution of the Board or of the members at a duly called meeting, provided fifteen (15) days' notice is given and the member is provided with reasons and the opportunity to be heard. Notice will set out the reasons for termination of membership and the member receiving the notice will be entitled to submit a written submission opposing the termination.
- 2.11 May Not Resign – A member may not resign from the Corporation when the member is subject to disciplinary investigation or action by the Corporation.
- 2.12 Arrears – A member will be expelled from the Corporation for failing to pay membership dues or monies owed to the Corporation by the deadline dates prescribed by the Board. Any fees, subscriptions, or other monies owed to the Corporation by suspended or expelled members



POLICIES and PROCEDURES (CONT'D)

will remain due.

2.13 Discipline – A member may be disciplined in accordance with the Corporation's policies and procedures relating to the discipline of members.

Good Standing

2.14 Definition – A member will be in good standing provided that the member:

- a. Has not been suspended or expelled from membership, or had other membership restrictions or sanctions imposed;
- b. Has completed and remitted all documents as required by the Corporation;
- c. Has complied with the By-laws, policies, and rules of the Corporation;
- d. Is not subject to a disciplinary investigation or action by the Corporation, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
- e. Has paid all required membership dues.

2.15 Cease to be in Good Standing – Members that cease to be in good standing, as determined by the Board or a Disciplinary Panel, will not be entitled to vote at meetings of the members or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the member has met the definition of good standing.

ARTICLE III MEETINGS of MEMBERS

3.1 Annual Meeting – The Corporation will hold meetings of members at such date, time and place as determined by the Board within the Province of Manitoba. The Annual Meeting will be held within fifteen (15) months of the last Annual Meeting and within six (6) months of the Corporation's fiscal year end. Any member, upon request, will be provided, not less than twenty-one (21) days before the Annual Meeting and not more than fifty (50) days, with a copy of the approved financial statements, auditor's report or review engagement report.

3.2 Special Meeting – A Special Meeting of the members may be called at any time by the Board or upon the written requisition of five (5%) percent or more of the members for any purpose connected with the affairs of the Corporation that does not fall within the exceptions listed in the Act or is otherwise inconsistent with the Act, within twenty-one (21) days from the date of the deposit of the requisition.

3.3 Participation/Holding by Electronic Means – Any person entitled to attend a meeting of members may participate in the meeting by telephonic or electronic means that permit all participants to communicate adequately with each other during the meeting if the Corporation makes such means available. A person so participating in a meeting is deemed to be present at the meeting. The Directors or members, as the case may be, may determine that the meeting be held entirely by telephonic or electronic means that permit all participants to communicate adequately with each other during the meeting.

3.4 Notice – Written or electronic notice of the date of the Annual Meeting of the members will be given to all members in good standing, Directors, and the Auditor at least twenty-one (21) days and not more than fifty (50) days prior to the date of the meeting. Notice will contain a



POLICIES and PROCEDURES (CONT'D)

reminder of the right to vote by proxy or by absentee ballot, a proposed agenda, reasonable information to permit members to make informed decisions, nominations of Directors, and the text of any resolutions or amendments to be decided.

- 3.5 Waiver of Notice – Any person who is entitled to notice of a meeting of the members may waive notice, and attendance of the person at the meeting is a waiver of notice of the meeting, unless the person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called in accordance with these By-laws.
- 3.6 Error or Omission in Giving Notice – No error or omission in giving notice of any meeting of the members shall invalidate the meeting or make void any proceedings taken at the meeting.
- 3.7 Business – All business transacted at a Special Meeting and all business transacted at an Annual Meeting (except consideration of the financial statements, auditor's report, election of Directors, and re-appointment of the incumbent auditor) is deemed to be special business.
- 3.8 Proposal – Any member may raise special business at a meeting of the members, in the form of a proposal, for the nomination of Directors, amendment of By-laws, or for general discussion, provided the proposal contains the name and address of the member, a statement of less than 200 words in support of the proposal, and is submitted to the Corporation at least ninety (90) days prior to the anniversary date of the previous Annual Meeting.
- 3.9 Proposal Rejection – The Corporation is not required to comply with a member proposal if it has been submitted fewer than ninety (90) days prior to the anniversary date of the previous Annual Meeting, if it is clearly for the member's personal gain or for redressing a personal grievance against the Corporation or its Directors, or if a substantially similar proposal was submitted within the previous two years.
- 3.10 Agenda – The agenda for the Annual Meeting may include:
- a. Call to order
 - b. Establishment of quorum
 - c. Appointment of scrutineers
 - d. Approval of the agenda
 - e. Adoption of Minutes of the previous Annual Meeting
 - f. Presentation and approval of reports
 - g. Report of Auditors
 - h. Appointment of Auditors
 - i. Presentation of Budget
 - j. Approval of membership dues and related fees
 - k. Business as specified in the meeting notice
 - l. Election of new Directors
 - m. Adjournment
- 3.11 Scrutineers – At the beginning of each meeting, the Board may appoint one or more scrutineers who will be responsible for ensuring that votes are properly cast and counted.



POLICIES and PROCEDURES (CONT'D)

- 3.12 Quorum – Ten (10) voting members present or by proxy will constitute a quorum. If a quorum is present at the opening of a meeting of the members, the members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting.
- 3.13 Adjournments – With the majority consent of the members present and after quorum is ascertained, the members may adjourn a meeting of members and no notice is required for continuation of the meeting if the meeting is held within thirty (30) days. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.
- 3.14 Attendance – The only persons entitled to attend a meeting of the members are the members, the parents or guardians of a member if the member is younger than 18 years old, the Directors, the auditors of the Corporation, individuals possessing a proxy on behalf of a member, and others who are entitled or required under any provision of the Act or the articles to be present at the meeting. Any other person may be admitted only if invited by the Chair or with the majority consent of the members present.

Voting at Meetings of Members

- 3.15 Voting Privileges – Members will have the following voting rights at all meetings of members:
- Club/League Members are entitled to appoint Delegates who have one vote each.
 - Individual Members have one vote each.
 - Honourary Members do not have a vote.
- 3.16 Voting Powers – Each voting member votes on every issue. Voting members who are 18 years old or older at the time of the meeting of the members may exercise their own vote. Voting members who are younger than 18 years old at the time of the meeting may have their vote exercised at meetings of members by a parent or guardian. For clarity, a parent or guardian with multiple children registered with the Corporation who are younger than 18 years old may exercise one vote per child. Also, two parents/guardians of the same child who is registered with the Corporation and who is younger than 18 years old may both attend a meeting of the members but may only exercise one vote.
- 3.17 Delegates – Members will appoint in writing (inclusive of electronic notice) to the Corporation, seven (7) days prior to the meeting of members, the name of the Delegate(s) to represent the member. Delegates must be at least eighteen years of age, of sound mind, and be acting as the member's representative. Once appointed, a Delegate may not vote by proxy.
- 3.18 Voting on Fundamental Changes – Each class of member is permitted to vote separately on fundamental changes affecting the Corporation.
- 3.19 Proxy Voting – Every member entitled to vote at a meeting of members may, by means of a proxy, appoint a proxy holder to attend and vote on behalf of the member. The proxy holder need not be a member. A proxy must:
- Be signed by the member;
 - Be in a form that complies with the Act;
 - Comply with the format stipulated by the Corporation; and



POLICIES and PROCEDURES (CONT'D)

d. Be submitted to the Registered Office of the Corporation at least forty-eight hours prior to the meeting of the members

3.20 Determination of Votes – Votes will be determined by a show of hands, orally, or electronic ballot, except in the case of elections which require a secret ballot, unless a secret or recorded ballot is requested by a member.

3.21 Majority of Votes – Except as otherwise provided in these By-laws, an Ordinary Resolution will decide each issue.

ARTICLE IV GOVERNANCE

Composition of the Board

4.1 Directors – The Board will consist of ten (10) Directors.

4.2 Composition of the Board – The Board will consist of the following:

- a. President
- b. Vice President
- c. Past President
- d. Secretary
- e. Treasurer
- f. Five (5) Directors-at-Large

4.3 Directors-at-Large – Elected Directors-at-Large may be selected, by the Board, to serve as Directors of various portfolios related to the operations of the Corporation (e.g., League Director, Communications Director, Discipline Director, etc.). Directors-at-Large may have more than one portfolio and may be assigned and removed duties by Ordinary Resolution of the Board.

Eligibility of Directors

4.4 Eligibility – To be eligible for election as a Director, an individual must:

- a. Be eighteen (18) years of age or older;
- b. Have the power under law to contract;
- c. Have not been declared incapable by a court in Canada or in another country; and
- d. Not have the status of bankrupt.

Election of Directors

4.5 Nominations Committee – The Board will appoint a Nominations Committee. The Nominations Committee will be responsible to solicit and receive nominations for the election of the Directors.

4.6 Nomination – Any nomination of an individual for election as a Director will:

- a. Include the written consent of the nominee by signed or electronic signature;
- b. Comply with the procedures established by the Nominations Committee; and
- c. Be submitted to the Registered Office of the Corporation seven (7) days prior to the Annual Meeting. This timeline may be extended by Ordinary Resolution of the Board.



POLICIES and PROCEDURES (CONT'D)

- 4.7 Nominations from the Floor – An individual will be permitted to be nominated from the floor for elections as a Director at a meeting of the members. Such nomination will require a nominator and seconder from the voting members present and will also require the attendance at the meeting and verbal or written acceptance of the nomination by the individual.
- 4.8 Circulation of Nominations – Valid nominations will be circulated to members at the Annual Meeting prior to the elections.
- 4.9 Election – Four (4) Directors will be elected at each Annual Meeting as follows:
- The President, Secretary and one (1) Directors-at-Large will be elected at alternate Annual Meetings to those listed in sub-section b.
 - The Vice President, Treasurer, and two (2) Directors-at-Large will be elected at alternate Annual Meetings to those listed in sub-section a.
- 4.10 Elections – Elections for each non-Director-at-Large position will be decided by Ordinary Resolution of the members in accordance with the following:
- One Valid Nomination – Winner elected by Ordinary Resolution.
 - Two or More Valid Nominations – The nominee(s) receiving the greatest number of votes and an Ordinary Resolution will be elected. In the case of a tie, the nominee receiving the fewest votes will be deleted from the list of nominees and a second vote will be conducted. If there continues to be a tie and more nominees than positions, the nominee receiving the fewest votes will be deleted from the list of nominees until there remains the appropriate number of nominees for the position(s) or until a winner is declared.
- 4.11 Director-at-Large Elections – Elections for Director-at-Large positions will be decided by Ordinary Resolution of the members in accordance with the following:
- Equal number of Nominations and Available Positions – Winners elected by Ordinary Resolution.
 - More Nominations than Available Positions – The nominee(s) with the highest number of votes and an Ordinary Resolution will fill the available positions until the all the available positions have been filled. In the case of a tie for the final available position, a second vote will be conducted between the tied nominees.
- 4.12 Terms – Directors will serve terms of two (2) years, to a maximum of four (4) consecutive terms, and will hold office until they or their successors have been duly elected in accordance with these By-laws, unless they resign, or are removed from or vacate their office.

Appointed Directors

- 4.13 Appointed Directors – Except when filling a vacancy on the Board for the remainder of a Director's term or when the Director is ex-officio (non-voting), Directors may not be appointed.

Resignation and Removal of Directors

- 4.14 Resignation – A Director may resign from the Board at any time by presenting their notice of resignation to the Board. This resignation will become effective the date on which the notice is received by the Secretary or at the time specified in the notice, whichever is later. When a Director who is subject to a disciplinary investigation or action of the Corporation resigns, that Director will nonetheless be subject to any sanctions or consequences resulting from the



POLICIES and PROCEDURES (CONT'D)

disciplinary investigation or action.

- 4.15 Vacate Office – The office of any Director will be vacated automatically if:
- The Director becomes no longer eligible to be a Director; or
 - The Director dies.
- 4.16 Removal – A Director may be removed by Ordinary Resolution of the members at a meeting of the members, provided the Director has been given reasonable written notice of, and the opportunity to be present and to be heard at, such a meeting.

Filling a Vacancy on the Board

- 4.17 Vacancy – Where the position of a Director becomes vacant for whatever reason and there is still a quorum of Directors, the Board may appoint a qualified individual to fill the vacancy for the remainder of the previous Director's term.

Meetings of the Board

- 4.18 Call of Meeting – A meeting of the Board will be held at any time and place as determined by the President, or by written requisition of at least two (2) Directors.
- 4.19 Chair – The President will be the Chair of all meetings of the Board unless designated by the President. In the absence of the President, or if the meeting of the Board was not called by the President, the Vice-President (or designate) will be the Chair of the meeting.
- 4.20 Notice – Written notice, served other than by mail, of meetings of the Board will be given to all Directors at least forty-eight (48) hours prior to the scheduled meeting. Notice served by mail will be sent at least fourteen (14) days prior to the meeting. No notice of a meeting of the Board is required if all Directors waive notice, or if those absent consent to the meeting being held in their absence. If a quorum of Directors is present, each newly elected or appointed Board may, without notice, hold its first meeting immediately following the Annual Meeting of the Corporation.
- 4.21 Board Meeting With New Directors – For a first meeting of the Board held immediately following the election of Directors at a meeting of the members, or for a meeting of the Board at which a Director is appointed to fill a vacancy on the Board, it is not necessary to give notice of the meeting to the newly elected or appointed Director(s).
- 4.22 Quorum – At any meeting of the Board, quorum will be a majority of Directors.
- 4.23 Voting – Each Director is entitled to one vote. Voting will be by a show of hands, written, or orally unless at least one (1) Director present requests a secret ballot. Resolutions will be passed by Ordinary Resolution. In the case of a tie, the resolution is defeated.
- 4.24 No Alternate Directors – No person shall act for an absent Director at a meeting of directors.
- 4.25 Written Resolutions – A resolution in writing signed by all the Directors is as valid as if it had been passed at a meeting of the Board.



POLICIES and PROCEDURES (CONT'D)

4.26 Attendance at Meetings – Meetings of the Board will be closed to members of the public except by invitation of the Board.

4.27 Meetings by Telecommunications – A meeting of the Board may be held by telephone conference call or by means of other telecommunications technology. Directors who participate in a meeting by telecommunications technology are considered to have attended the meeting.

Duties of Directors

4.28 Standard of Care – Every Director will:

- a. Act honestly and in good faith with a view to the best interests of the Corporation; and
- b. Exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Powers of the Board

4.29 Powers of the Corporation – Except as otherwise provided in the Act or these By-laws, the Board has the powers of the Corporation and may delegate any of its powers, duties, and functions.

4.30 Empowered – The Board is empowered, including but not limited to:

- a. Make policies and procedures or manage the affairs of the Corporation for the purpose of furthering the objects and purposes of the Corporation in accordance with the Act and these By-laws;
- b. Make policies and procedures relating to the discipline of members, and have the authority to discipline members in accordance with such policies and procedures;
- c. Make policies and procedures relating to the management of disputes within the Corporation and deal with disputes in accordance with such policies and procedures;
- d. Employ or engage under contract such persons as it deems necessary to carry out the work of the Corporation;
- e. Determine registration procedures, determine membership fees, and determine other registration requirements;
- f. Enable the Corporation to receive donations, benefits, bequests, distribution of investment capital and income for the purpose of furthering the objects and purposes of the Corporation;
- g. Make expenditures for the purpose of furthering the objects and purposes of the Corporation;
- h. Invest funds for the purpose of furthering the objects and purposes of the Corporation;
- i. Manage the Corporation's assets and resources expenditures for the purpose of furthering the objects and purposes of the Corporation;
- j. Borrow money upon the credit of the Corporation as it deems necessary in accordance with these By-laws; and
- k. Perform any other duties from time to time as may be in the best interests of the Corporation.

ARTICLE V OFFICERS

5.4 Composition – The Officers will be comprised of the President, Vice President, Past President,



POLICIES and PROCEDURES (CONT'D)

Secretary, and Treasurer.

5.5 Duties – The duties of Officers are as follows:

- a. The President will be the chair of the Board, will preside at the Annual and Special Meetings of the Corporation and at meetings of the Board unless otherwise designated, will be the official spokesperson of the Corporation, and will perform such other duties as may from time to time be established by the Board.
- b. The Vice President will, in the absence or disability of the President, perform the duties and exercise the powers of the President, and will perform such other duties as may from time to time be established by the Board.
- c. The Past President will, act in an advisory capacity to the President, and will perform such other duties as may from time to time be established by the Board.
- d. The Secretary will be responsible for the documentation of all amendments to the Corporation's By-laws, will ensure that all official documents and records of the Corporation are properly kept, cause to be recorded the minutes of all meetings, will prepare and submit to each Meeting of the Members and other meetings a report of all activities since the previous Meeting of the Members or other meetings, will give due notice to all Members of the Meeting of the Members of the Corporation, and will perform such other duties as may from time to time be established by the Board.
- e. The Treasurer will, subject to the powers and duties of the Board, keep proper accounting records as required by the Act, will cause to be deposited all monies received by the Corporation in the Corporation's bank account, will supervise the management and the disbursement of funds of the Corporation, when required will provide the Board with an account of financial transactions and the financial position of the Corporation, will prepare annual budgets, will oversee and supervise office staff, and will perform such other duties as may from time to time be established by the Board.

5.3 Delegation of Duties – At the discretion of the Officer and with approval by Ordinary Resolution of the Board, any Officer may delegate any duties of that office to appropriate staff or committee of the Corporation, or to another Director.

5.4 Removal – An Officer may be removed by Ordinary Resolution at a meeting of the Board or of the Members, provided the Officer has been given notice of and the opportunity to be present and to be heard at the meeting where such Ordinary Resolution is put to a vote. If the Officer is removed by the Members, their position as a Director (if applicable) will automatically and simultaneously be terminated.

5.5 Vacancy – Where the position of an elected Officer becomes vacant for whatever reason, the Board will appoint another Director to fill the vacancy until the end of the term.

5.6 Other Officers – The Board may determine other Officer positions and appoint individuals to fill those positions. Other Officers need not be Directors.



POLICIES and PROCEDURES (CONT'D)

ARTICLE VI COMMITTEES

- 6.1 Appointment of Standing and Ad-Hoc Committees – The Board may appoint such standing and ad-hoc committees as it deems necessary for managing the affairs of the Corporation. The Board may appoint members of these committees or provide for the election of members of these committees, may prescribe the duties and terms of reference of these committees, and may delegate to any of these committees any of its powers, duties, and functions.
- 6.2 Composition – The Board may appoint and remove any member of a standing or ad-hoc committee at any time and for any reason.
- 6.3 President Ex-officio – With the exception of the Executive Committee, on which the President is a voting member, the President will be an ex-officio non-voting member of all Committees of the Society.
- 6.4 Debts – No Committee will have the authority to incur debts in the name of the Corporation.

ARTICLE VII FINANCE AND MANAGEMENT

- 7.1 Fiscal Year – Unless otherwise determined by the Board, the fiscal year of the Corporation will be April 1st to March 31st.
- 7.2 Bank – The banking business of the Corporation will be conducted at such financial institution as the Board may determine.
- 7.3 Auditors – At each Annual Meeting the Members will appoint an auditor to audit or conduct a review engagement of the books, accounts and records of the Corporation in accordance with the Act. The auditor will hold office until the next Annual Meeting. The auditor will not be an employee, Officer, or Director of the Corporation and must be permitted to conduct an audit or review engagement of the Corporation under the *Public Accounting Act, 2004*, as amended.
- 7.4 Annual Financial Statements – The Directors will approve financial statements (evidenced by signature of two or more Directors) of the Corporation of the last fiscal year of the Corporation but not more than six (6) months before the Annual Meeting and present the approved financial statements before the members at every Annual Meeting. A copy of the Annual Financial Statements will be provided to any member requesting a copy of the Financial Statements not less than twenty-one (21) days before the Annual Meeting. The Financial Statements will include:
- The financial statements;
 - The auditor's report; and
 - Any further information respecting the financial position of the Corporation.
- 7.5 Books and Records – The necessary books and records of the Corporation required by these By-laws or by applicable law will be necessarily and properly kept. The books and records include, but are not limited to:
- The Corporation's articles and By-laws;
 - The minutes of meetings of the members and of any committee of members;
 - The resolutions of the members and of any committee of members;



POLICIES and PROCEDURES (CONT'D)

- d. The minutes of meetings of the Directors or any committee of Directors;
 - e. The resolutions of the Directors and of any committee of Directors;
 - f. A register of Directors;
 - g. A register of Officers;
 - h. A register of Members; and
 - i. Account records adequate to enable the Directors to ascertain the financial position of the Corporation on a quarterly basis.
- 7.6 Minutes of meetings of the Board and Board Resolutions – Minutes of meetings of the Board and Board Resolutions are confidential and may only be open for inspection by members in good standing by request to the Board.
- 7.7 Signing Authority – The signing authority of the Corporation shall be vested in the Officers of the Corporation and such other persons as the Board, by Ordinary Resolution, may authorize in specific instances. The signatures or electronic authorization of the Treasurer or any two of these Officers or persons shall be required on any financial instrument of the Corporation.
- 7.8 Property – The Corporation may acquire, lease, sell, or otherwise dispose of securities, lands, buildings, or other property, or any right or interest therein, for such consideration and upon such terms and conditions as the Board may determine. Authorization of the acquisition, lease, sale, or otherwise dealing with real property transactions shall require the approval of a Special Resolution by the members. Authorization of any financial transaction acquisition, lease, sale of property in an amount exceeding one hundred thousand dollars (\$100,000) shall require the approval of an Ordinary Resolution by the members.
- 7.9 Other Expenditures – Any single expenditure over thirty thousand dollars (\$30,000) will be approved by Ordinary Resolution of the voting Members at a meeting of members.
- 7.10 Borrowing – The Corporation may borrow funds under such terms and conditions as the Board may determine, as permitted by the Act.
- 7.11 Borrowing Restriction – The members may, by Special Resolution, restrict the borrowing powers of the Board but a restriction so imposed expires at the next Annual Meeting.

Remuneration

- 7.12 No Remuneration – All Directors, Officers (with the exception of paid employees of the Corporation who have been appointed as Officers), and members of Committees (except as permitted by these By-laws) will serve their term of office without remuneration (unless approved by at a meeting of members) except for reimbursement of expenses as approved by the Board. This section does not preclude a Director or member of a Committee from providing goods or services to the Corporation under contract or for purchase. Any Director or member of a Committee will disclose the conflict/potential conflict in accordance with these By-laws.

Conflict of Interest

- 7.13 Conflict of Interest – A Director, Officer or member of a Committee who has an interest, or who may be perceived as having an interest, in a proposed contract or transaction with the



POLICIES and PROCEDURES (CONT'D)

Corporation will disclose fully and promptly the nature and extent of such interest to the Board or Committee, as the case may be, will refrain from voting or speaking in debate on such contract or transaction, will refrain from influencing the decision on such contract or transaction, and will otherwise comply with the requirements of the Act regarding conflict of interest.

ARTICLE VIII AMENDMENT OF BY-LAWS

- 8.1 Amendment by Directors – These By-laws may be amended, revised, repealed or added to by the Directors by Ordinary Resolution at any meeting of the Directors. Amendments resolved by Directors take effect immediately. Amendments by Directors must be ratified by Ordinary Resolution of the members at any meeting of the members. If an amendment by Directors is not ratified by the members, it ceases to take effect.
- 8.2 Amendment by Member Proposal – These By-laws may be amended, revised, repealed or added to by member proposal, as described in these By-laws. Amendments by member proposal must be approved by Ordinary Resolution of the members at any meeting of the members. Amendments by member proposal that are approved by the members take effect immediately.

ARTICLE IX NOTICE

- 9.1 Written Notice – In these By-laws, written notice will mean notice which is hand-delivered or provided by mail, fax, email, or courier to the address of record of the individual, Director, Officer, or member, as applicable.
- 9.2 Date of Notice – Date of notice will be the date on which receipt of the notice is confirmed verbally where the notice is hand-delivered, electronically where the notice is faxed or emailed, or in writing where the notice is couriered, or in the case of notice that is provided by mail, five (5) days after the date the mail is postmarked.
- 9.3 Error in Notice – The accidental omission to give notice of a meeting of the Board or of the members, the failure of any Director or member to receive notice, or an error in any notice which does not affect its substance will not invalidate any action taken at the Meeting.

ARTICLE X DISSOLUTION

- 10.1 Dissolution – The Corporation may be dissolved in accordance with the Act.

ARTICLE XI INDEMNIFICATION

- 11.1 Will Indemnify – The Corporation will indemnify and hold harmless out of the funds of the Corporation each Director and any individual who acts at the Corporation's request in a similar capacity, their heirs, executors and administrators from and against any and all claims, charges, expenses, demands, actions or costs, including an amount paid to settle an action or satisfy a judgment, which may arise or be incurred as a result of occupying the position or performing the duties of a Director or and any individual who acts at the Corporation's request in a similar capacity.
- 11.2 Will Not Indemnify – The Corporation will not indemnify a Director or any individual who acts at the Corporation's request in a similar capacity for acts of fraud, dishonesty, bad faith, breach



POLICIES and PROCEDURES (CONT'D)

of any statutory duty or responsibility imposed upon them under the Act. For further clarity, the Corporation will not indemnify an individual unless:

- a. The individual acted honestly and in good faith with a view to the best interests of the Corporation; and
- b. If the matter is a criminal or administrative proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that their conduct was lawful.

11.3 Insurance – The Corporation will, at all times, maintain in force such Directors and Officers liability insurance.

ARTICLE XII FUNDAMENTAL CHANGES

12.1 Fundamental Changes – Under the *Act*, a Special Resolution of all members is required to make the following fundamental changes to the By-laws or articles of the Corporation.

Fundamental Changes are defined as follows:

- a. Change the Corporation's name;
- b. Add, change or remove any restriction on the activities that the Corporation may carry on;
- c. Create a new class of membership or amend, vary or delete current classes of membership; and
- d. Change to whom the property remaining on liquidation after the discharge of any liabilities of the Corporation is to be distributed;

ARTICLE XIII ADOPTION OF THESE BY-LAWS

13.1 Ratification – These By-laws were ratified by Ordinary Resolution of the members of the Corporation at a meeting of members duly called and held on DATE.

13.2 Repeal of Prior By-laws – In ratifying these By-laws, the members of the Corporation repeal all prior By-laws of the Corporation provided that such repeal does not impair the validity of any action done pursuant to the repealed By-laws.

PSO Board of Directors Approval Date:	<u>October 30, 2022</u>
Sport Manitoba Revised Date	<u>November 7, 2022</u>



POLICIES and PROCEDURES (CONT'D)



**POLICIES and PROCEDURES OF THE
MANITOBA TRAPSHOOTING ASSOCIATION INC.**

(Revised: October 30, 2022)



FINANCIAL POLICY

“Organization” refers to: _Manitoba Trap Shooting Association Inc._

Definitions

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

Purpose

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

Budget and Reports

4. The Organization’s Board will develop and approve an annual budget which will contain the Organization’s total anticipated expenditures and revenues.
5. The Treasurer (or designate) will, at each meeting of the Board or at minimum quarterly, present an interim comparative financial statement (which includes actuals for revenues and expenditures compared to budget) and a balance sheet to the Board for approval.
6. The Treasurer (or designate) will, at the Annual Meeting, present Financial Statements as required by applicable legislation and any other report as determined by the Board.
7. The financial statements of the Organization will be audited by an auditor appointed by the Board, if required by the *Manitoba Corporations Act*.
8. The Organization will file a T2 Corporation Income Tax Return each fiscal year.

Fiscal Year

9. The Organization’s fiscal year will be as described in the By-laws.

Banking - Revenue

10. Registration fees shall be reviewed annually by the Treasurer who will make recommendations to the Board; which shall approve fees for each year well in advance of the start of the registration year.
11. All money received by the Organization will be placed into a general fund and will be used for all necessary and permitted purposes for the operation of the Organization, as determined by the Organization’s Board.



POLICIES and PROCEDURES (CONT'D)

12. All money received by the Organization will be deposited, in the name of the Organization, with a reputable financial institution.

Bank Reconciliation

13. The Bank Statements will be reconciled to the general ledger on a monthly basis. On a quarterly basis, the Treasurer or other members of the Finance Committee will review and initial a copy of the Bank Reconciliation to indicate their review and approval.

Petty Cash

14. The petty cash fund will not exceed \$100 and shall be operated for small incidental cash purchases not to exceed \$15. When the cheque request is submitted for payment, it should indicate the total amount needed to bring the fund back up to \$100.

Signing Officers

15. All contracts, documents, or any other instruments in writing requiring the signature of the Association shall be signed by at least two of the following:

- a. President
- b. Treasurer
- c. A Director appointed by the Board as a signing authority
- d. A Staff member appointed by the Board as a signing authority

16. Any contracts, documents or any other instruments in writing which have been approved in the Organization's budget that are under \$10,000 are not subject to this section and may be executed by the Treasurer or any individual delegated such signing authority by the Board.

17. All cheques under \$10,000 require signatures from two (2) of the following:

- a. President
- b. A Director appointed by the Board as a signing authority

18. All cheques of \$10,000 or above require signatures from two (2) of the following:

- a. President
- b. Two Directors appointed by the Board as signing authorities

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

Electronic Banking

20. Internet banking has become a very common banking practice that provides several distinct advantages, the Association will ensure internal controls related to online banking are in place to ensure all internet banking transactions are consistent and comply with the Associations financial procedures (such as the type of allowable uses for online banking transaction, number of signers). No one person should handle all of the transaction; the proper segregation of duties at all times must be followed. Authorized users need to consider the safe, secure and confidential storage of information and data, including the storage of PIN's and security tokens where applicable. Proper retention of all supporting materials and print out of transaction receipts must be maintained.



POLICIES and PROCEDURES (CONT'D)

Expenses

21. Requests for purchases require the following:
 - a. All purchases must be approved by the Treasurer (or designate)
 - b. Purchases over \$5,000 also require the approval of the Organization's Board
22. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by the Organization's Treasurer.
23. Approved expenses are to be claimed and reported no later than thirty (30) days following the date of the expense. Expenses submitted beyond the thirty (30) day reporting requirement will be paid only upon the Board's approval.
24. Any expenditure not approved within the annual budget will be approved by the Board prior to any such expenditure. Without the Board's approval, the expenditure will not be paid by the Organization unless determined otherwise by the Board.
25. For expenditures over \$100,000, the Board will exercise prudent due diligence and may seek quotes from multiple vendors and/or issue a request for proposal.

Accounts

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

Credit Card

28. With the approval of the Board, the Organization may acquire credit cards for the use of staff members who are required to make purchases on a regular basis for travel, accommodation, and other expenses related to their duties on behalf of the Organization. The Board will determine who receives credit cards and what the credit card limits will be.
29. Credit card holders will be responsible for all charges made on credit cards issued in their name.
30. Credit cards must only be used for authorized payments that include:
 - a. Payment of actual and reasonable expenses incurred on authorized Organization business, including travel and accommodation, where it is not feasible for these costs to have been paid in advance of the expense being incurred or for the costs to be invoiced to the Organization
 - b. Purchase of goods or budgeted items
31. For the purposes of this Policy, expenses included in an annual Organization budget as approved by the Board are considered to be authorized. Expenses that fall outside the approved budget must be approved before being charged to an Organization credit card.
32. Credit cards are not to be used for any personal expenses and may not be used for meal purchases except with prior authorization.



POLICIES and PROCEDURES (CONT'D)

33. All expenses charged to a credit card should be supported by a credit card receipt issued by the merchant or a detailed supplier invoice to confirm that the expenses are properly incurred on Organization business.
34. Under no circumstances are cash advances to be drawn on Organization credit cards.
35. In addition, the following individuals have credit card responsibilities:
 - a. Cardholders must:
 - i. not allow another person to use the card
 - ii. protect the pin number of the card
 - iii. only purchase within the credit limit of the card
 - iv. notify the credit card company if the card is lost or stolen
 - v. keep the card with them at all times, or in a secure location
 - vi. forward to the Organization's Treasurer, on a monthly basis, all receipts for expenses charged to the card in the previous month
 - vii. surrender the credit card upon the cardholder ceasing to perform the role for which the card was issued
 - b. The Organization's Treasurer must:
 - i. ensure that each credit card issued to an individual is paid in full on a monthly basis
 - ii. review and reconcile each credit card statement on a monthly basis
 - iii. bring to the attention of the Board any credit card expense which does not appear to be authorized under this policy
 - iv. recover from the cardholder any funds owing for unauthorized expenses

Expense Claims

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



POLICIES and PROCEDURES (CONT'D)

Expense	Rate	Notes
Travel – Personal Vehicle Mileage Rate	\$0.40 per kilometre	
Travel – Air	Lowest economy	Prior approval required
Breakfast within Province	\$7.00	Receipts not required
Lunch within Province	\$10.00	Receipts not required
Dinner within Province	\$16.00	Receipts not required
Full Day within Province	\$33.00	Receipts not required
Breakfast out of Province	\$10.00	Receipts not required
Lunch out of Province	\$15.00	Receipts not required
Dinner out of Province	\$25.00	Receipts not required
Full Day out of Province	\$50.00	Receipts not required
Accommodation	Double occupancy	All personnel unless specified
Accommodation	Single occupancy	Only the President
Accommodation with Friends or Family	\$40.00 / day	Receipts not required
Incidental expenses	Actual cost	Receipt required

40. The Organization will not reimburse for costs above the specified rates without prior approval of the Treasurer. Where costs above the specified rates are approved, receipts must be provided.

Travel and Accommodation Expenses

41. Air travel is to be booked through the Organization whenever possible. Air travel including fares and itineraries is to be approved in advance by the Treasurer. In no circumstance will fares above the economy fare be reimbursed. Car travel will be reimbursed at the mileage rate specified in this Policy and will not exceed cost of available economy airfare. Car rentals will be reimbursed where authorized. Reimbursement will be for compact size cars through an authorized agency at the most economical rate possible. Individuals are expected to travel as foot-passengers where possible. Advance booking fees will be reimbursed where required by the nature and purpose of the travel. For car rentals, it is the responsibility of the renter to ensure that adequate Collision, Comprehensive and Third-Party Liability Insurance properly covers the vehicle. Whether insurance is purchased through the rental agency, MPI, or by way of credit card, the renter must ensure that the type of vehicle rented and/or its intent use does not conflict with the rental company or credit card provided insurance guidelines.

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

43. Accommodation will be reimbursed based on single occupancy for the Organization’s President. All other accommodation will be reimbursed based on double occupancy. Reimbursement for



POLICIES and PROCEDURES (CONT'D)

accommodation will be limited to reasonable amounts in the particular circumstances with consideration given for proximity to business events and for location of events. Hotel receipts will be required for reimbursement, as a charge card slip does not provide sufficient information.

44. The Organization will not provide reimbursement for parking tickets, speeding tickets or fines for any other violations.
45. A Representative attending an event where meals are not provided may request a per-diem allowance before attending the event. Per-diem rates are listed in the above table and do not require receipts. Individuals will not be reimbursed where meals are provided as part of an event or where meals are included in the accommodation rate.

Entertainment Expense

46. Entertainment expenses are reimbursable when the expense is directly related to business. These expenses include the purchase of a meal for a business associate or associates while conducting business. A senior employee shall pay the bill and submit it on his/her expense report. Original receipts must support all claims and include names of attendees and purpose of the expense. Maximum allowable tip amount shall not exceed 15%

Other Expenses

47. Organization Representatives may be reimbursed for long distance telephone calls provided the expenses were the Organization-related. Expense claims for telephone expenses must include the name of the person called, their connection to the Organization, and the purpose of the call. Telephone expenses in excess of \$80.00 will not be reimbursed.
48. Actual and reasonable expenses for items such as parking, telephones and copying may be reimbursed. Receipts must be provided for all such expenses.

Signing Authority – Other Documents

49. In the absence of any resolution to the contrary passed by the Board, the deeds, contracts, securities, bonds and other document(s) requiring the signature of two signing officers. The Board may authorize other persons to sign on behalf of the Organization.
50. Copies of all deeds, contracts, securities, bonds and other document(s) requiring the signature of the Organization will be made available for review by the Board if requested.

NSF Charges

51. The Organization will charge a twenty-five-dollar (\$25.00) charge on NSF Cheques. The penalty will be waived if the cheque was returned in error from the Bank (written confirmation required). Waiver of penalty for reasons other than bank error shall be considered on a case-by-case basis. An individual who has a repeat occurrence of a returned cheque will not be allowed to pay with a cheque in the future. Accepted methods of payment will be cash, certified cheque or money order

Replacement Cheques

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



POLICIES and PROCEDURES (CONT'D)

53. Cheques that need to be replaced due to loss will be assessed a five-dollar (\$5.00) administration fee.

54. Lost or missing cheques that have not been claimed by the Organization's year end will not be reissued.

Equity/Operating Reserve

55. The target for the minimum operating reserve fund or minimum equity level is (insert) months of the Association's average operating costs. The calculation of average monthly operating costs includes all ongoing committed expenses, for example salaries & benefits, rent, storage, office admin costs like phones, internet, and set programming costs. The amount of the equity / operating reserve will be reviewed annually after the fiscal budget is approved.

PSO Board of Directors Approval Date:	<u>October 30, 2022</u>
Sport Manitoba Revised Date:	<u>November 7, 2022</u>



START-UP GRANTS

It is the Policy of the Manitoba Trapshooting Association that:

- 1) Grants for start-up of clubs will be limited to \$500.00 dollars per club and a maximum of 3 clubs per year. Actual grant amounts will be based on availability of funds as determined by the Board of Directors.
- 2) These grants are to be on a matching (1 for 1) basis. Receipts required.
- 3) No grants will be given unless the Club owns or has a suitable lease on the land in question.

Procedures:

- 1) Applications to be submitted to MTA by end of August of year prior to planned expenditure.
- 2) Manitoba Trapshooting Association to reply by end of May in the year of the planned expenditure.
- 3) Work must be done and receipts submitted prior to any funds being released by the Manitoba Trapshooting Association.

CLINICS OR COACHING COURSES

It is the Policy of the Manitoba Trapshooting Association that:

- 1) The Club scheduling the clinic should contact all other clubs in advance so as not to conflict with their activities.
- 2) All eligible members have equal opportunity to attend all Clinics without prejudice.
- 3) All Coaching Clinics be reviewed by Board of Directors for all eligible participants prior to the Clinic.
- 4) Any member in good standing who passes Theory and Technical courses will be reimbursed.



PROVINCIAL CHAMPIONSHIP SHOOT (A.T.A.)

It is the Policy of the MTA that:

- 1) Regarding Provincial shoots:
 - Each member Club with four or more traps be granted the right to host the Provincial Shoot on the following rotation wherever possible.
 - Winnipeg
 - Pembina Triangle
 - Brandon
 - A New Club applying to be included will be inserted behind the current year hosting Club.
- 2) If a Club due to host the Provincial in rotation is unable to host it in its allocated year, they may interchange with the next Club in rotation that is willing to host the Provincial.
- 3) Manitoba Trapshooting Association training assistance will be provided as follows, subject to available funding (check the shoot program):
 - \$500.00 training assistance for five classes in Saturday singles Championship (200 birds) to be divided \$100 per class AA through D all entrants are eligible (60-40 high gun system).
 - \$300.00 training assistance for top three guns in Sunday's Handicap Championship (100 birds) to be divided \$100 per guns, all entrants are eligible.
 - \$500.00 training assistance for five (5) classes in Sunday's Doubles Championship (100 birds) to be divided \$100, per class AA through D all entrants are eligible (60-40 high gun system).
- 4) The Manitoba Trapshooting Association shall provide a hosting assistance of \$1000.00 to the Club hosting the Provincial Championships.
- 5) Championship awards will be provided to champions (singles, handicap, doubles) and category winners (sub-junior, junior, lady, sub veteran, veteran, senior-veteran, novice).
- 6) Provincial Championships shall consist of:

Event 1	Class Championship Singles 100 targets. –
Open. Event 2	Handicap 100 targets – Open.
Event 3	Class Championship Doubles 100 targets – Open.
Event 4	Singles Championship 200 targets – Resident and Open.
Event 5	Doubles Championship 50 pair of targets – Resident and
Open. Event 6	Handicap Championship 100 targets – Resident and
Open.	
- 7) The host Club shall provide open Lady for Event 4, Singles 200 target.
- 8) Duty and shipping costs incurred on A.T.A. trophies shall be reimbursed to host club by M.T.A. upon submission of receipts.



POLICIES and PROCEDURES (CONT'D)

- 9) Provincial team competitions shall be based on; Event 4 200 Singles targets.



POLICIES and PROCEDURES (CONT'D)

Event 5 50 Pair Doubles targets.
Event 6 100 Handicap targets.

- Five person teams from the regions as defined by Sport Manitoba Inc. and selected by each such region shall compete for the Provincial Regional Team Championship. The MTA shall provide medals for first place category as listed above.
- 10) The Provincial Championships will be held in August and shall not be in conflict with other major shoots, the date will be set in conjunction between the M.T.A. and the possible host club.
 - 11) **Classification or appeals** at the Provincial Championship shall be done by members of the M.T.A. Board of Directors, prior to event being shot.

PROVINCIAL (M.J.S.A.) CHAMPIONSHIP

It is the Policy of the Manitoba Trapshooting Association that;

1. The M.J.S.A. Provincial Championship Shoot be awarded \$500.00 annually.
2. That the M.J.S.A. Championship Team is sponsored by the M.T.A. for the singles event at the Provincial Shoot for targets, daily fees and shells.
3. In order to qualify for sponsorship the Junior Competitor must shoot with the Junior Team Squad.
4. It is preferred that the Team register and shoot as a lead Squad.



SANCTIONING SHOTS

It is the Policy of the Manitoba Trapshooting Association that:

- 1) All A.T.A. registered shoots must be approved by MTA prior to submission to A.T.A.
- 2) Application for registered shoot dates must be submitted to MTA at the Annual General Meeting.
- 3) A registered shoot can be held on any number of traps (meeting A.T.A. rules) as long as three (3) or more registered shooters compete.
- 4) A Registered Shoot Application, must be forwarded to MTA Secretary at least 14 days prior to shoot. Failure to submit in time frame may result in disqualification.

MEETINGS

Annual Meeting: is to be held on the last Sunday of October, as per Constitution. **Winter Policy Review Meetings:** Board of Directors held in February of each year. **Finance and Budget Meeting:** Board of Directors, held in April each year.

Semi-Annual Meeting: Board of Directors, to be held at the Provincial Championship.

Planning Meeting: Board of Directors, to be held in September of each year.

DELEGATES

CTA Delegate: is to be elected by the members at the Annual General Meeting.

ATA Delegate: is to be elected by the members at the Provincial Summer Shoot.



DAILY FEES AND SHOOT REPORTS

It is the Policy of the Manitoba Trapshooting Association that:

- 1) Daily fees for sanctioned competitions to be set by the Board of Directors. The cost will be per shooter per day be collected and forwarded to the Manitoba Trapshooting Association within 15 days of the competition of the shoot.
- 2) The shoot report and copy of the financial report (A.T.A. form) be sent to the Manitoba Trapshooting Association within 15 days of the competition of the shoot.
- 3) A late submission fee of \$25.00 be assessed clubs for each report not meeting the 15 day requirement.

Procedures:

A shoot report shall include:

- Copy of M.T.A. shoot report form.
- Photocopy of A.T.A. shoot financial report.
- Copy of Trap and Field report.
- Copy of pay sheet.
- Send the secretary copies of **all** A.T.A. shoot report forms.

ACCOUNTABILITY

It is the Policy of the Manitoba Trapshooting Association that:

Member Clubs, individuals, any other groups receiving funds from Manitoba Trapshooting Association must provide such receipts and other documentation as required by the Manitoba Trapshooting Association in support of any funds prior to being received.



TROPHIES AND AWARDS

It is the Policy of the Manitoba Trapshooting Association that:

- 1) Each Club may in each year receive award assistance up to \$300.00 per day, as funds are available
- 2) Receipts substantiating amounts spent must be submitted to the Manitoba Trapshooting Association prior to any consideration.
- 3) Buffalo pins will be awarded for the first 100 straight shot at registered shoots in Manitoba.
- 4) All Star Provincial Teams will receive awards on Men's 1st and 2nd teams and Lady Team based on all targets shot in the year and calculated on an average of averages basis.
- 5) Each shooter must shoot the minimum targets in the Province at a minimum of three affiliated MTA clubs to qualify.

MEN
700 Singles
500 Handicap
200 Pair Doubles

WOMEN
400 Singles
200 Handicap

This award to be based on available funds.

Trophies Event	Closed	Open
1 --- Class Singles		AA --- A --- B --- C --- D
2 --- Preliminary Handicap		Champion --- Runner Up --- Third
3 --- Class Doubles		AA --- A --- B --- C --- D
4 --- Singles Championship	Champion --- Runner Up --- Lady 1 --- Lady 2 --- Sub Vet --- Vet --- Senior Vet --- Junior Gold --- Junior --- Sub Jr --- AA --- A --- B --- C --- D	AA --- A --- B --- C --- D --- Junior --- Vet --- Lady
5 --- Doubles Championship	Champion --- Runner Up --- Lady 1 --- Lady 2 --- Sub Vet --- Vet --- Senior Vet --- Junior Gold --- Junior --- Sub Jr --- AA --- A --- B --- C --- D	AA --- A --- B --- C --- D --- Junior --- Vet --- Lady
6 --- Handicap Championship	Champion through 6th --- Lady 1 --- Lady 2 --- Sub Vet --- Vet --- Senior Vet --- Junior Gold --- Junior --- Sub Jr	Open Champion --- Junior --- Vet --- Lady
High All Around	Champion	Open Champion
High Over All	Champion	Open Champion
Provincial Teams	Recognition but medals discontinued	



DEVELOPMENT GRANTS

It is the Policy of the Manitoba Trapshooting Association that:

A developing Club is defined as a Club which is a member of the MTA and is still in the process of developing its basic facilities and membership, with the goal of becoming a hosting Club for regular registered competitions.

Affiliated Clubs may apply to the MTA for Development Grants. The amount of any development grant shall be determined by the Board of Directors, considering:

- Availability of Funds
- Merit of proposal received from developing club.
- Not to exceed \$1000.00 per year.

Procedures:

- 1) Applications to be submitted to MTA by end of August of the year prior to planned expenditure.
- 2) MTA to reply by end of May in the year of the planned expenditure.
- 3) Work must be done and receipts submitted prior to any funds being released by the MTA.



FUNDING OF MANITOBA SHOOTERS TO MAJOR SHOOTS

It is the policy of the Manitoba Trapshooting Association that:

- 1) The CURRENT Manitoba Champion in MTA sanctioned matches as defined below, shall be eligible for funding to compete in the Canadian Championships, Central Zone, Grand American, World Events (Olympic Style).

SINGLES Champion or highest available *runner-up * MTA approval
DOUBLES Champion or highest available *runner-up * MTA approval
HANDICAP Champion or highest available *runner-up * MTA approval
JUNIOR (SINGLES)

- A. Champion highest available *runner-up * MTA approval
- B. In the event of a Junior becoming an adult shooter due to birth date, the next runner-up Junior will also qualify for funding to attend.

LADY (SINGLES) Champion or highest available *runner-up * MTA approval

- 2) Champions in more than one of the above classifications shall be eligible for funding for each such classification.
- 3) Provincial ALL STAR TEAM (TOP 5)
 - A. Shall be funded (if not funded above)
 - B. Second Team members shall be eligible (in order of standing) IF, members of 1st Team are not eligible or decline to attend.
- 4) The MTA may fund alternate shooters based on performance and availability of funds.
- 5) The amount of funding (if any) for assistance to compete at the Canadian Championships shall be determined by the MTA Board of Directors as funds are available.

Procedures:

- Expenses for travel, accommodation, entry fees and ammunition are eligible for reimbursement. All expenses submitted must be accompanied by receipts for acceptance.
- Provide data sheet showing scores and number of entries in each event entered.
- Champions, when informed of their eligibility for funding, must confirm their intention to compete in the Canadian Championships to the MTA within a reasonable time (as set by the MTA).
- Failure to confirm their intention to compete within the time set by the MTA may result in funding for which they are eligible being passed to an alternate shooter.



PROVINCIAL CHAMPION ASSISTANCE

- To provide assistance to previous years Provincial Shoot Champions.
- Amount to be determined by MTA Board of Directors.
- Provincial Champions = Singles, Handicap, Doubles and Lady.
- MTA Olympic Style Champions = Singles, Hi Lady, Hi Junior, and Doubles

When funds are available.

PROVINCIAL ALL STAR ASSISTANCE

- To provide assistance to current year's first place Provincial All Star Team Champions.
- Amount to be determined by M.T.A. Board of Director's.

When funds are available.

ATHLETE ENHANCEMENT POLICY

- To provide assistance to high performance athletes with an enhancement subsidy for athletes who attend major out-of-Province events such as Grand American, C.T.A. Championships, Central Zone, and World Events.

When funds are available, but may be limited to one major event.

NOVICE SHOOTERS

It is the policy of the Manitoba Trapshooting Association that:

- 1) For the purpose of this section, a NOVICE is defined as a **Resident of Manitoba** who has not shot registered A.T.A. targets anywhere.
- 2) Novices, not playing any money, shall not pay daily fees for their first day of registered shooting.
- 3) Novices, not playing any money, shall be charged no entry fees for their first 100 targets.
- 4) Novice's, after having their first 100 16-yard singles registered targets and entry fees paid by the MTA, shall, have the cost of their 16-yard singles targets reduced by 50% at A.T.A. registered shoots in the current ATA year (Sept 1 to August 31st) he/she is a Novice. (does not include Daily Fees.)



POLICIES and PROCEDURES (CONT'D)

- 5) The MTA shall reimburse the host club the entry fees and daily fees as published.
- 6) Other than as specified by A.T.A. rules, any shooter benefiting from these subsidies must enter as a Novice, and cannot play any money.
- 7) All other events are the Novice's responsibility, and duly classified.
- 8) Membership in the A.T.A. is required, and is the shooter's responsibility.

Procedures:

- Host clubs to submit a copy of the Novice's entry card showing "no charge" for daily fees at his/her very first Shoot. The shooter must retain his copy of the ATA registration form which must read "NOVICE" to show at the next Club for Target reduction eligibility.
- Entries "after" the first shoot must show the reduced amount and submitted to the MTA with the shoot report, along with daily fees.
- The amount claimed as reimbursement under this policy shall be clearly shown on the MTA shoot report form. This amount shall be deducted from the amount payable to the MTA.

JUNIOR AND LADY SHOOTERS

It is the policy of the Manitoba Trapshooting Association that:

- 1) Manitoba resident Lady, Junior and Sub-Junior shooters, as defined by the MTA shall shoot for 50% entry fee in the 16-yard singles registered event in which they do not play any money.
- 2) The MTA shall reimburse the host club for the difference between the 50% fee and the regular fee.
- 3) Other than as specified by A.T.A. rules, any shooter benefiting from these subsidies must enter as a Lady, Junior or Sub-Junior only.
- 4) The Manitoba Trapshooting Association will subsidize the Amateur Trapshooting Association membership for Juniors under this program.

Procedures:

- Host Clubs to submit a copy of the shooter's entry card showing the classification and the amount charged for entry and daily fees.
- The amount claimed as reimbursement under this policy shall be clearly shown on the MTA shoot form. This amount shall be deducted from the amount payable to the MTA.



JUNIOR INSTRUCTION PROGRAM

Each of the affiliated Trap Clubs is eligible for funding under this program after submitting participating form. Other affiliated Clubs will be considered as funds are available. This may be a combination of Ammunition and Targets.

- 1) Program will run from May 1st to August 31st.
- 2) Each Club to set up a Junior Instruction Program for Juniors under the age of 18 years.
- 3) Each Club to maintain a enrollment list, record of attendance an rounds fired.
- 4) All Juniors must be Junior members of the affiliated Club to qualify.
- 5) Clubs can charge entry fees for Instructional programs.
- 6) The Manitoba Trapshooting Association will provide on a matching basis contingent upon available funds.
- 7) All Clubs MUST submit record of program and expenses by **September 15th**.

Advertising:

- The Manitoba Trapshooting Association will provide up to \$100.00 per major Club that runs a Junior Instruction Program.
- This will allow each Club to run advertising in the local Media to help attract new Juniors in the program.
- To qualify: submit a copy of your Advertising and paid invoice, the MTA will reimburse you directly.



TRAP LEAGUE PROMOTIONAL PROGRAM

- 1) The Manitoba Trapshooting Association has continued the Trap League Promotional Program that will benefit the Clubs and all Trap shooters who participate.
- 2) The Program will run from April 1st to August 31st, inclusive and/or an approved program by the MTA.
- 3) It will be the Club's responsibility to organize and operate the Trap League.
- 4) The Club shall maintain a record of Shooters names and participation on the enclosed form.
- 5) DEADLINE: To be submitted for reimbursement by September 15th, each year to qualify.
- 6) The Club will be reimbursed up to \$10.00 per person on league targets.

When funds are available.

Advertising:

- The Manitoba Trapshooting Association will provide up to \$500.00 per Club that runs a Trap League Promotional Program.
- This will allow each Club to run advertising in the local Media to help attract new Shooters into the program.
- To qualify: submit a copy of your advertising and paid invoice, the MTA will reimburse you directly.

When funds are available.



CLUB COACHING CLINIC PROGRAM

- 1) The Manitoba Trapshooting Association has endeavored to support a Coaching Program that will benefit the Clubs and all students who participate.
- 2) The Program will run from April 1st to August 31st, inclusive and/or an approved program submitted and accepted by the MTA.
- 3) It will be the Club's responsibility to organize a Coaching Program that will encompass Novice students and Developmental students within the parameters outlined below.
- 4) The Club shall maintain a record of student participation, since the MTA will subsidize target costs by 50% up to a maximum of \$300.00 per club as follows:
 - To provide assistance to Novice, Developmental and ATA Class A – D registered students.
 - Deadline for submission September 30th. in current year to qualify.
 - This does not include Juniors (18 and under), since they have a separate program.
 - All coaches must be registered with the MTA and have Level 1 participation.

COACHING HONOURARIUM

This policy has been set up to give a Honourarium to dedicated MTA Registered Coaches who have a level one participation.

Coaches must keep their coaching record up to date and duly signed by the Club Executive to qualify.

The amount will be decided by the MTA Board of Director's, ***when and if funds are available.***

1. To complete form provided
2. Form to be signed by Club Executive for acceptance by MTA
3. Form to have student's name, rounds and hours coached.

Note: Different forms for Junior and Development; forms to be developed.



BINGO POLICY

EFFECTIVE JANUARY 1, 2017, Manitoba Liquor & Lotteries no longer requires organizations to provide volunteers to assist with bingos in the casinos, as was previously announced in December 2016. Over the year, bingo players have gradually migrated from paper bingo to electronic bingo. MBLL are at a point where paper bingo has diminished to the extent that the requirement for volunteers is unnecessary.

The Manitoba Trap Shooting Association remains the official designated bingo authority as per the Manitoba Liquor & Lotteries Commission and Sport Manitoba.

Procedures for distributing MBLL bingo revenue to member clubs:

1. A portion of funds are retained for administration costs as approved by the Board.
2. Treasurer distributes remaining funds quarterly and evenly to all participating clubs.

Guidelines for the member clubs use and expenditure of MBLL bingo revenue shall be for the benefit of trap shooting in Manitoba:

1. Repair and maintenance of club infrastructure.
2. Maintenance of club trap shooting equipment
3. Purchase or rental of new trap shooting equipment
4. Operational expenses such as property taxes, insurance and supplies

The disposition of funds received shall not be acceptable for the following:

1. Wages, salaries and fees for services of volunteers.
2. Alcoholic beverages and restricted drugs.
3. Travel, accommodation and meal costs which have not been approved by the Board prior to incurring the costs.
4. "Out of Canada" travel, accommodation and meal costs which have not been approved by Sport Manitoba prior to incurring the costs.

Procedures for accountability of bingo revenue:

1. Member clubs submit copy of completed Bingo Allotment form annually.
2. Member clubs maintain copies of receipts for relevant expenditures

All records will be maintained by the Manitoba Trapshooting Association Treasurer for examination as requested by Sport Manitoba and Manitoba Lotteries.

Reviewed and approved by the Board on January 21,
2018



“TRY IT – YOU’LL LIKE IT” ... DIS-CONTINUED, EFFECTIVE 11/22/2015

Objective: to entice “new” prospective adult shooters to become members.

- ~~1) Each Club will be allowed to give two free rounds of 25 single clay, plus targets, plus ammunition to a “new” prospective adult shooter (maximum of two rounds per individual).~~
- ~~2) New shooter cannot be a past or present member of the A.T.A. or clubs, and must be a Manitoba resident.~~
- ~~3) Each Club to maintain a running record of each individual given a free round (this also allows your membership director to follow up at a later date for membership).~~
- ~~4) Each Club will be allowed up to \$500.00 dollars.~~
- ~~5) Each Club must submit the required report to the MTA.~~
- ~~6) Program starts on April 1st and ends September 1st.~~
- ~~7) Record must be submitted by September 15th, to qualify.~~
- ~~8) Late entries will be returned.~~

PROVINCIAL CHAMPIONSHIP SHOOT (OLYMPIC STYLE)

It is the Policy of the MTA that:

- 1) To host the Olympic Style Championship, the Club must have either:
 - International Wobble Target Thrower.
 - 15 Target Machine Thrower Bunker.
- 2) The Manitoba Trapshooting Association shall provide \$600.00 training assistance to be split as follows:

• SINGLES: Champion:	\$ 100.00
• Class A,B,C,D:	\$ 50.00
• DOUBLES: Champion:	\$ 100.00
• Class A,B,C,D:	\$ 50.00
- 3) The Manitoba Trapshooting Association shall provide a Shoot assistance of \$500.00 on a matching basis.
- 4) Provincial Championship shall be as per International Shooting Sports Federation guidelines;
- 5) The Manitoba Trapshooting Association to provide assistance for out of town officials more than 100 Km's.



TRAINING A.T.A. OFFICIALS

To support and train Trap Officials in Manitoba.

- 1) Each Club is to organize and set up a training clinic or seminar.
- 2) Training should be completed prior to first registered shoot.
- 3) Each club will be allowed a maximum of \$300.00 for training.
- 4) Training roster showing officials names and addresses, hours trained.
- 5) Must be submitted before September 15th to qualify.

When funds are available.



TRAVEL ASSISTANCE: OFFICIALS

For working officials

- 1) To provide support for out of province travel expenses, for MTA recognized officials, such as Canadian Championship, Grand American and World Events if not otherwise covered.
- 2) All officials must apply to the MTA for prior approval 30 days in advance.
- 3) All expenses must be listed, (exc. meals) and be submitted immediately on return
- 4) Report must be submitted on officiating.
- 5) Amount refunded will be determined by Board of Directors based on available funds and number of official's that submitted.

When funds are available.



HALL OF HONOUR

It is the policy of the Manitoba Trapshooting Association that;

- 1) Any five members of Manitoba Trapshooting Association in good standing may nominate a candidate to the Hall of Honour.
- 2) Such nomination shall be reviewed by the Board of Directors. The Board of Directors decision is final.
- 3) A candidate may be nominated any number of times.

Procedures:

- Those five persons nominating a candidate shall provide to the Board of directors a written description of the candidates career and achievements along with their reasons for recommendation. All information on potential inductees to the Hall of Honour must be sent to the executive of the MTA.
- Once elected to the Hall of Honour a candidate shall:
- Have their name added to the Hall of Honour as maintained by each Club.
- Receive a suitable plaque or scroll commemorating their induction.
- Announcements and presentations shall be made at the next following Provincial Championship.

MANITOBA HALL OF FAME

It is the policy of the Manitoba Trapshooting Association that ANY MEMBER IN GOOD STANDING WHO MEETS THE FOLLOWING CRITERIA BE ELIGIBLE FOR NOMINATION.

- 1) Have competed in registered competition for at least 10 years.
- 2) Have accumulated at least 20 points:
 - Points to be awarded as follows, Provincial Title: TWO (2) i.e.: Singles, Doubles, Handicap, HAA, ATA.
 - National or International Olympics. FIVE (5)
- 3) Exceptions to “2” above may be considered for exceptional individual accomplishments. This should be used sparingly and for titles such as Olympic Medals and Grand American Championships. A unanimous vote would be required for entrance under this circumstance.

Procedures:

To be the same as Hall of Honour.



CONFLICT OF INTEREST POLICY

“Organization” refers to: Manitoba Trap Shooting Association Inc.

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

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 Organization. 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 Organization. Directors, and other stakeholders, must not put themselves in positions where making a decision on behalf of the Organization is connected to their own personal interests. That would be a conflict-of-interest situation.

Purpose

3. The Organization strives to reduce and eliminate nearly all instances of conflict of interest at the Organization – 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 Organization, shall always be resolved in favour of the Organization.
6. Representatives will not:



POLICIES and PROCEDURES (CONT'D)

- a. Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with the Organization, unless such business, transaction, or other interest is properly disclosed to the Organization and approved by the Organization
- 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 Organization, 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 Organization, or in which they have an advantage or appear to have an advantage on the basis of their association with the Organization
- f. Without the permission of the Organization, use the Organization's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the Organization
- g. Place themselves in positions where they could, by virtue of being an Organization 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 Organization Representative

Disclosure of Conflict of Interest

7. On an annual basis, all the Organization's Directors and candidates for election to the Board, Directors, Officers, Employees, and Committee Members will complete a **Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the Organization.
8. Immediately upon becoming aware that a conflict of interest may exist, all Representatives must disclose any real or perceived conflict of interest as follows:
 - a. Directors, Officers, Committee Members, candidates for election to the Board, and the senior staff person (when employed) must disclose real and perceived conflicts of interest to the Board
 - b. Employees must disclose real and perceived conflicts of interest to the senior staff person or, in the absence of a senior staff person position, to the Board
 - c. Coaches, volunteers, managers, and other Representatives must disclose real and perceived conflicts of interest to their immediate supervisor (e.g., team manager, staff person, other volunteer, etc., as applicable)
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 Organization Representative will be considered and decided with the following additional provisions:
- 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
 - The Representative does not participate in discussion on the matter
 - The Representative abstains from voting on the decision
 - For board-level decisions, the Representative does not count toward quorum
 - The decision is confirmed to be in the best interests of the Organization
11. For potential conflicts of interest involving employees, the Organization's Board will determine whether there is a conflict and, if one exists, the employee will resolve the conflict by ceasing the activity giving rise to the conflict. The Organization will not restrict employees from accepting other employment contracts or volunteer appointments provided these activities do not diminish the employee's ability to perform the work described in the employee's job agreement with the Organization or give rise to a conflict of interest.

Conflict of Interest Complaints

12. Any person who believes that a Representative may be in a conflict-of-interest situation should report the matter, in writing (or verbally if during a meeting of the Board or any committee), to the Organization'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, if conflict is determined:
- Removal or temporary suspension of certain responsibilities or decision-making authority
 - Removal or temporary suspension from a designated position
 - Removal or temporary suspension from certain teams, events and/or activities
 - Expulsion from the Organization
 - Other actions as may be considered appropriate for the real or perceived conflict of interest
13. Any person who believes that a Representative has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to the Organization to be addressed under the Organization's *Discipline and Complaints Policy*.
14. Failure to comply with an action as determined by the Board will result in automatic suspension from the Organization until compliance occurs.
15. The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.

PSO Board of Directors Approval Date:	<u>October 30, 2022</u>
Sport Manitoba Revised Date:	<u>November 7, 2022</u>



DISPUTE RESOLUTION POLICY

It is the Policy of the Manitoba Trapshooting Association that whenever a dispute occurs on any Policy or Program of the MTA, that the individual(s) may have a formal dispute procedure.

- 1) Make reference to the area of dispute or grievance, ie: Athlete, Coach's, Official's, etc.
- 2) Immediately, or as soon as possible write out the details of the dispute or grievance, provide date, place, time and any other details to define the problem.
- 3) Provide information as to witness's at the time and secure documentation if possible.
- 4) The President will within TEN days have the dispute investigated by two independent Directors of the MTA who will report the information from their investigation.
- 5) The President and the Board of Directors will hold a special meeting and decide what, if any, action is merited.
- 6) Should the dispute involve the President, forward appeal directly to the Vice President of the MTA. The Vice President shall then call the special meeting to order and the president may be required to be absent during the discussion. In this case the president will be informed at the close of the meeting, the results of the discussion and this will be communicated in writing.
- 7) The dispute decision by this review will be the MTA's decision.
- 8) Notwithstanding the policy and procedures established by this policy, individuals have the right to have their appeal heard as per MTA Appeal procedure.

Reviewed: September 26, 2016



APPEAL PROCEDURE

It is the Policy of the Manitoba Trapshooting Association that whenever a dispute occurs on any Policy or Program of the MTA, that the individual (s) may have a formal appeal procedure as follows:

- 1) Make reference to the area of dispute, i.e. Athlete, Coaches, Officials, etc.
- 2) Immediately or as soon as possible write out the details of the dispute, provide date, place, time and any other details to define the problem.
- 3) Provide information as to witnesses at the time and secure documentation if possible.
- 4) The President will within TEN days have the appeal investigated by two independent Directors of the MTA who will report the information from their investigation.
- 5) The President and the Board of Directors will meet and decide what, if any, action is merited.
- 6) Should the appeal involve the President, forward appeal directly to the Vice President of the MTA.
- 7) The appeal decision of this review will be the MTA's decision.

Reviewed: September 26, 2016



APPEAL POLICY

“Organization” refers to: Manitoba Trap Shooting Association Inc.

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Affected Party*” - Any individual or entity, as determined by the Appeal Manager, who may be affected by a decision rendered under this Policy and who may have recourse to an appeal in their own right
 - b) “*Appeal Manager*” - An individual, who may be any staff member, Committee Member, volunteer, Director, or an independent third party, who is appointed to oversee this Policy. The Appeal Manager will have responsibilities that include using decision making authority empowered by this Policy
 - c) “*Appellant*” – The Party appealing a decision
 - d) “*Days*” – Days irrespective of weekend and holidays
 - e) “*Participants*” – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
 - f) “*Parties*” – The Appellant, Respondent, and any other Participants affected by the appeal
 - g) “*Respondent*” – The body whose decision is being appealed

Purpose

2. This *Appeal Policy* provides Participants with a fair and expedient appeal process.

Scope and Application of this Policy

3. This Policy applies to all Participants. Any Participant who is directly affected by an Organization 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
 - f. Athlete Assistance Program (AAP) carding nominations
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 Organization
 - e. Substance, content and establishment of team selection criteria



POLICIES and PROCEDURES (CONT'D)

- f. Volunteer/coach appointments and the withdrawal or termination of those appointments
- g. Budgeting and budget implementation
- h. The Organization's operational structure and committee appointments
- i. Decisions or discipline arising within the business, activities, or events organized by entities other than the Organization (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by the Organization 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 and Notice of Appeal

- 6. Participants 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 Organization, 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)
- 7. A Participant 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 Appeal 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.



POLICIES and PROCEDURES (CONT'D)

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 Organization and the Appellant may first determine the appeal to be heard under the Organization's *Dispute Resolution Policy*.
11. Appeals resolved by mediation under the Organization'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 Organization will appoint an independent Appeal Manager 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 ground, 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 Appeal Manager is satisfied there are sufficient grounds for an appeal, the Appeal Manager will appoint an Appeals Panel which shall consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Appeal Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Appeal Manager will appoint one of the Panel's members to serve as the Chair.

Determination of Affected Parties

15. In order to confirm the identification of any Affected Parties, the Appeal Manager will ask the Organization. The Appeal Manager may determine whether a party is an Affected Party in their sole discretion

Procedure for Appeal Hearing

16. The Appeal Manager shall notify the Parties that the appeal will be heard. The Appeal Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Appeal Manager and may not be appealed.
17. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
18. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Appeal Manager and the Panel deem appropriate in the circumstances, provided that:
 - a. The hearing will be held within a timeline determined by the Appeal 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



POLICIES and PROCEDURES (CONT'D)

- 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 its own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
 - h. The decision to uphold or reject the appeal will be by a majority vote of Panel members
19. In fulfilling its duties, the Panel may obtain independent advice.

Appeal Decision

20. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:
- a. Reject the appeal and confirm the decision being appealed
 - b. Uphold the appeal and refer the matter back to the initial decision-maker for a new decision
 - c. Uphold the appeal and vary the decision
21. The Panel's written decision, with reasons, will be distributed to all Parties, the Appeal Manager, and the Organization. In extraordinary circumstances, the Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record unless decided otherwise by the Panel.

Timelines

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

Confidentiality

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

Final and Binding

24. The decision of the Panel will be binding on the Parties and on all the Organization's Participants.
25. No action or legal proceeding will be commenced against the Organization or Participants in respect of a dispute, unless the Organization has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in the Organization's governing documents.

PSO Board of Directors Approval Date:	<u>October 30, 2022</u>
Sport Manitoba Revised Date:	<u>November 7, 2022</u>



RESPECT IN SPORT POLICY

- 1) The Manitoba Trapshooting Association Inc. is committed to creating a sport environment in which all individuals are treated with respect and dignity. Coaches have a responsibility to create a sporting environment that is free of harassment and abuse
- 2) The Manitoba Trapshooting Association Inc. requires that all coaches participating in trapshooting have completed the online "Respect in Sport" as required by Sport Manitoba <http://www.respectinsport.com/smbTransitionE.html>

Scope and Application:

- 1) The policy applies to all coaches registered with; or named on an official sport roster; or under the jurisdiction of the Manitoba Trapshooting Association Inc.
- 2) Any coach not having completed the program or maintained certified status in the timeframe established by the Manitoba Trapshooting Association Inc. may be removed as a coach until such time that the course is completed.
- 3) The Board of Directors of the Manitoba Trapshooting Association Inc. is responsible for setting out the communication and timing of course completion and recertification.

Enforcement:

Non compliance of this policy may result in further discipline as determined by the Board of Directors or in accordance with Manitoba Trapshooting Policy.

Review and Approval

This policy was approved by the Board of Directors on October 31, 2010 and will be reviewed by the executive committee on an annual basis.

Revised: Oct. 25, 2015
Reviewed: September 26, 2016



PRIVACY POLICY

“Organization” refers to: Manitoba Trapshooting Association

For not-for-profit organizations in Manitoba, the privacy of personal information is governed by the Personal Information Protection and Electronic Documents Act (PIPEDA). This Policy is based on the standards required by PIPEDA as interpreted by the Organization

Definitions

1. 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. *“Participants”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
 - 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, home phone number, ethnic background, family status, health history, and health conditions
 - d. *“Stakeholder”* – Individuals employed by, or engaged in activities on behalf of, the Organization including: coaches, staff members, contract personnel, volunteers, managers, administrators, committee members, and directors and officers of the Organization

Purpose

2. The Organization recognizes Participants’ right to privacy with respect to their Personal Information. This Policy describes the way that the Organization collects, uses, safeguards, discloses, and disposes of Personal Information.

Application of this Policy

3. This Policy applies to all Stakeholders and Participants in connection with personal information that is collected, used or disclosed during Organization activity.
4. Except as provided in PIPEDA, the Organization’s Board of Directors will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Obligations

5. The Organization is obligated to follow and abide by PIPEDA in all matters involving the collection, use, and disclosure of Personal Information.
6. In addition to fulfilling the legal obligations required by PIPEDA, the Organization’s Stakeholders will not:



POLICIES and PROCEDURES (CONT'D)

- a. Publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Personal Information without the express written consent of the Participant
- 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, colleagues, or 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 Organization
- 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

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

Bart Gloor, 2 Kennedy Place, Brandon, MB, R7A 6L9.

8. 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
 - e. Train and communicate to staff information about the Organization's privacy policies and practices.

Identifying Purposes

9. The Organization may collect Personal Information from Participants and prospective Participants for purposes that include, but are not limited to:

Communications

- a. Sending communications in the form of e-news or a newsletter with content related to the Organization's programs, events, fundraising, activities, discipline, appeals, and other pertinent information
- b. Publishing articles, media relations and postings on the Organization's website, displays or posters
- c. Award nominations, biographies, and media relations
- d. Communication within and between Stakeholders and Participants
- e. Discipline results and long term suspension list
- f. Checking residency status

Registration, Database Entry and Monitoring

- a. Registration of programs, events and activities



POLICIES and PROCEDURES (CONT'D)

- b. Database entry at the Coaching Association of Canada and to determine level of coaching certification, coaching qualifications, and coach selection.
- c. Database entry to determine level of officiating certification and qualifications
- d. Determination of eligibility, age group and appropriate level of play/competition
- e. Athlete Registration, outfitting uniforms, and various components of athlete and team selection
- f. Technical monitoring, officials training, educational purposes, sport promotion, and media publications

Sales, Promotions and Merchandising

- a. Purchasing equipment, coaching manuals, resources and other products
- b. Promotion and sale of merchandise

General

- a. Travel arrangement and administration
- b. Implementation of the Organization's screening program
- c. Medical emergency, emergency contacts or reports relating to medical or emergency issues
- d. Determination of membership demographics and program wants and needs
- e. Managing insurance claims and insurance investigations
- f. Video recording and photography for personal use, and not commercial gain, by spectators, parents and friends
- g. Video recording and photography for promotional use, marketing and advertising by the Organization
- h. Payroll, honorariums, company insurance and health plans

10. The Organization's Stakeholders may collect Personal Information from Participants and prospective Participants for other purposes, provided that documented consent specifying the use of the Personal Information is obtained from the Participants or prospective Participants.

Consent

11. By providing Personal Information to the Organization, Participants are implying their consent to the use of that Personal Information for the purposes identified in the **Identifying Purposes** section of this Policy.
12. At the time of the collection of Personal Information and prior to the use or disclose of the Personal Information, the Organization will obtain consent from Participants by lawful means. The Organization may collect Personal Information without consent when it is reasonable to do so and permitted by law.
13. In determining whether to obtain written or implied consent, the Organization will take into account the sensitivity of the Personal Information, as well the Participants' reasonable expectations. Participants may consent to the collection and specified use of Personal Information in the following ways:
 - a. Completing and/or signing an application form
 - b. Checking a checkbox, or selecting an option (such as 'Yes' or 'I agree')
 - c. Providing written consent either physically or electronically



POLICIES and PROCEDURES (CONT'D)

- d. Consenting orally in person
 - e. Consenting orally over the phone
14. The Organization will not, as a condition of providing a product or service, require Participants to consent to the use, collection, or disclosure of Personal Information beyond what is required to fulfill the specified purpose of the product or service.
15. A Participant may withdraw consent in writing, at any time, subject to legal or contractual restrictions. The Organization will inform the Participant of the implications of withdrawing consent.
16. The Organization will not obtain consent from Participants who are minors, seriously ill, or mentally incapacitated. Consent from these individuals will be obtained from a parent, legal guardian, or a person having power of attorney.
17. The Organization is not required to obtain consent for the collection of Personal Information, and may use Personal Information without the Participant's knowledge or consent, only if:
- a. It is clearly in the Participant's interests and the opportunity for obtaining consent is not available in a timely way
 - b. Knowledge and consent would compromise the availability or accuracy of the Personal Information and collection is required to investigate a breach of an agreement or a contravention of a federal or provincial law
 - c. An emergency threatens a Participant's life, health, or security
 - d. The information is publicly available as specified in PIPEDA
18. The Organization is also not required to obtain consent for the collection of Personal Information if the information is for journalistic, artistic, or literary purposes.
19. The Organization may disclose Personal Information without the Participant's knowledge or consent only:
- a. To a lawyer representing the Organization
 - b. To collect a debt that the Participant owes to the Organization
 - 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 and identified its lawful authority, if that government institution indicates that disclosure is for one of the following purposes: enforcing or carrying out an investigation, gathering intelligence relating to any federal, provincial, or foreign law, national security or the conduct of international affairs, or administering any federal or provincial law
 - e. To an investigative body named in PIPEDA or a government institution, if the Organization believes the Personal Information concerns a breach of an agreement, contravenes a federal, provincial, or foreign law, or if the Organization suspects the Personal Information relates to national security or the conduct of international affairs
 - f. To an investigative body for 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 a Participant's life, health, or security (the Organization will inform the Participant of the disclosure)



POLICIES and PROCEDURES (CONT'D)

- h. To an archival institution
- i. 20 years after the individual's death or 100 years after the record was created
- j. If it is publicly available as specified in PIPEDA
- k. If otherwise required by law

Accuracy, Retention, and Openness

20. In order to minimize the possibility that inappropriate Personal Information may be used to make a decision about a Member, Personal Information will be accurate, complete, and as up-to-date as is necessary for the purposes for which it will be used.
21. Personal Information will be retained as long as reasonably necessary to enable participation in the Organization programs, events, and activities, and in order to maintain historical records as may be required by law or by governing organizations.
22. The Organization's Stakeholders will be made aware of the importance of maintaining the confidentiality of Personal Information and are required to comply with the Organization's *Confidentiality Policy*.
23. Personal Information will be protected against loss or theft, unauthorized access, disclosure, copying, use, or modification by security safeguards appropriate to the sensitivity of the Personal Information.
24. Personal Information that has been used to make a decision about a Participant will be maintained for a minimum of one year in order to allow the individual the opportunity to access the Personal Information after the decision has been made.
25. The Organization will make the following information available to Participants:
- a. This *Privacy Policy*
 - b. Any additional documentation that further explains the Organization's *Privacy Policy*
 - c. The name or title, and the address, of the person who is accountable for the Organization's *Privacy Policy*
 - d. The means of gaining access to Personal Information held by the Organization
 - e. A description of the type of Personal Information held by the Organization, including a general account of its use
 - f. Identification of any third parties to which Personal Information is made available

Access

26. Upon written request, and with assistance from the Organization after confirming the Participant's identity, Participants may be informed of the existence, use, and disclosure of their Personal Information and will be given access to that Personal Information. Participants are also entitled to be informed of the source of the Personal Information, and provided with an account of third parties to which the Personal Information has been disclosed.
27. Unless there are reasonable grounds to extend the time limit, requested Personal Information will be disclosed to the Participant, at no cost to the Participant, within thirty (30) days of receipt of the written request.



POLICIES and PROCEDURES (CONT'D)

28. Participants may be denied access to their Personal Information if the information:
- Is prohibitively costly to provide
 - Contains references to other individuals
 - Cannot be disclosed for legal, security, or commercial proprietary purposes
 - Is subject to solicitor-client privilege or litigation privilege
29. If the Organization refuses a request for Personal Information, it shall inform the Participant the reasons for the refusal and identify the associated provisions of PIPEDA that support the refusal.

Compliance Challenges

30. Participants are able to challenge the Organization for its compliance with this Policy.
31. Upon receipt of a complaint, the Organization will:
- Record the date the complaint is received
 - Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
 - Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within seven (7) days of receipt of the complaint
 - Appoint an investigator using the Organization's personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation and will have unfettered access to all file and personnel
 - Upon completion of the investigation and within thirty (30) days of receipt of the complaint, the investigator will submit a written report to the Organization
 - Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures
32. The Organization will not dismiss, suspend, demote, discipline, harass, or otherwise disadvantage any the Participant who:
- Challenges the Organization for its compliance with this Policy
 - Refuses to contravene this Policy or PIPEDA
 - Takes precautions not to contravene this Policy or PIPEDA; even though said precautions may be in opposition to the regular duties performed by the Participant

PSO Board of Directors Approval Date:	<u>October 30, 2022</u>
Sport Manitoba Revised Date:	<u>November 7, 2022</u>



DISCIPLINE AND COMPLAINTS POLICY

“Organization” refers to: __Manitoba Trap Shooting Association Inc.__

Definitions

1. The following terms have these meanings in this Policy:
 - a. *“Athlete”* – An individual who is an Athlete Participant in the Organization
 - b. *“Case Manager”* – An individual appointed by the Organization to administer this *Discipline and Complaints Policy*. The Case Manager does not need to be a member of, or affiliated with, the Organization
 - c. *“Complainant”* – A Participant or observer who makes a report of an incident, or a suspected incident, of Maltreatment or other behaviour that is a violation of the standards described in the *Code of Conduct and Ethics*
 - d. *“Days”* – Days including weekends and holidays
 - e. *“Maltreatment”* – As defined in the *Code of Conduct and Ethics*
 - f. *“Participants”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
 - g. *“Power Imbalance”* – As defined in the *Code of Conduct and Ethics*
 - h. *“Respondent”* – The alleged infracting Party

Purpose

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

Application of this Policy

3. This Policy applies to all Participants.
4. This Policy applies to matters that may arise during the course of Organization’s business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with Organization activities, and any meetings.
5. This Policy also applies to Participants’ conduct outside of the Organization’s business, activities, and events when such conduct adversely affects relationships within the Organization (and its work and sport environment) and is detrimental to the image and reputation of the Organization. Such applicability will be determined by the Organization at its sole discretion.
6. This Policy applies to alleged breaches of the *Code of Conduct and Ethics* by Participants who have retired from the sport where any claim regarding a potential breach of the *Code of Conduct and Ethics* occurred when the Participant was active in the sport. In addition, this Policy will apply to breaches of the *Code of Conduct and Ethics* that occurred when the Participants



POLICIES and PROCEDURES (CONT'D)

involved interacted due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Participant(s).

7. 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.
8. In addition to being subject to disciplinary action pursuant to this *Discipline and Complaints Policy*, an employee of the Organization who is a Respondent to a complaint may also be subject to consequences in accordance with the employee's Employment Agreement or policies for human resources, if applicable.
9. The Organization may at its discretion, assume jurisdiction of a complaint that was submitted to a Member Club. In such cases, the Organization's Case Manager will determine whether the complaint process should be re-started or resumed pursuant to the applicable section of this Policy.

Reporting a Complaint

10. Any Participant may report any complaint to the Organization. A complaint must be In Writing and must be filed within fourteen (14) days of the alleged incident or within fourteen (14) days of the end of the sport/league/competitive season, at the discretion of the individual filing the complaint.
11. A Complainant wishing to file a complaint outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the complaint outside of the fourteen (14) day period will be at the sole discretion of the Organization or the Case Manager, as applicable. This decision may not be appealed.
12. At the Organization's discretion, the Organization may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the Organization will identify an individual to represent the Organization.
13. Resignation or lapsing of membership after a complaint is filed does not preclude discipline being pursued under this Policy.

Dispute Resolution Option

14. The complaint may first be referred to the Organization's President (or designate) for review, with the option given to the parties to resolve the dispute via Alternate Dispute Resolution and/or mediation. Should the parties unanimously agree to proceed using Alternate Dispute Resolution and/or mediation, the process set out in the *Dispute Resolution Policy* shall be followed from this point. Should the parties not agree, the process contained here shall be followed.



POLICIES and PROCEDURES (CONT'D)

Case Manager

15. Upon the receipt of a complaint, the Organization will appoint a Case Manager to oversee management and administration of complaints submitted in accordance with this Policy. Such an appointment is not appealable. The Case Manager must not be in a conflict of interest and must have no affiliation or connection with either party.
16. 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 Organization's *Dispute Resolution Policy*
 - c. Determine if the complaint should be investigated (per **Appendix A – Investigation Procedure**)
 - d. Appoint the Discipline Panel, if necessary
 - e. Coordinate all administrative aspects and set timelines
 - f. Provide administrative assistance and logistical support to the Discipline Panel as required
 - g. Provide any other service or support that may be necessary to ensure a fair and timely proceeding

Procedures

17. 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
18. The Case Manager's decision to accept or dismiss the complaint may not be appealed.
19. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
20. After notifying the Parties that the complaint has been accepted, the Case Manager will appoint a Discipline Panel, which shall consist of a single Adjudicator, to hear the complaint. 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. The members of the Discipline Panel must be unbiased and not in a conflict of interest.
21. 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, which may involve direct communication with the Parties, 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



POLICIES and PROCEDURES (CONT'D)

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 be accompanied by 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

22. 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.

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

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

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

Decision

26. 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 Organization. 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

27. Prior to determining sanctions, the Discipline Panel will consider factors relevant to determining appropriate sanctions which include:

- a. The nature and duration of the Respondent's relationship with the Complainant, including whether there is a Power Imbalance;
- b. The Respondent's prior history and any pattern of inappropriate behaviour or Maltreatment;
- c. The ages of the individuals involved;
- d. Whether the Respondent poses an ongoing and/or potential threat to the safety of others;



POLICIES and PROCEDURES (CONT'D)

- e. The Respondent's voluntary admission of the offense(s), acceptance of responsibility for the Maltreatment, and/or cooperation in the process of the Organization;
- f. Real or perceived impact of the incident on the Complainant, sport organization or the sporting community;
- g. Circumstances specific to the Respondent being sanctioned (e.g. lack of appropriate knowledge or training regarding the requirements in the *Code of Conduct and Ethics*; addiction; disability; illness);
- h. Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
- 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 and aggravating circumstances

28. Any sanction imposed must be proportionate and reasonable. However, progressive discipline is not required and a single incident of Maltreatment or other prohibited behaviour may justify elevated or combined sanctions.

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

- a. **Verbal or Written Warning** - A verbal reprimand or an official, written notice and formal admonition that a Participant has violated the *Code of Conduct and Ethics* and that more severe sanctions will result should the Participant be involved in other violations
- b. **Education** - The requirement that a Participant undertake specified educational or similar remedial measures to address the violation(s) of the *Code of Conduct and Ethics*
- c. **Probation** - Should any further violations of the *Code of Conduct and Ethics* occur during the probationary period, will result in additional disciplinary measures, likely including a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period of time
- d. **Suspension** - Suspension, either for a set time or until further notice, from participation, in any capacity, in any program, practice, activity, event, or competition sponsored by, organized by, or under the auspices of the Organization. A suspended Participant is 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
- e. **Eligibility Restrictions** - Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions
- f. **Permanent Ineligibility** - Permanent ineligibility to participate in any capacity, in any program, activity, event, or competition sponsored by, organized by, or under the auspices of the Organization
- g. **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

30. The Discipline Panel may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed Maltreatment:

- a. Sexual Maltreatment involving a Complainant who is a minor shall carry a presumptive



POLICIES and PROCEDURES (CONT'D)

sanction of permanent ineligibility;

- b. Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions.
- c. While a Respondent has pending charges or dispositions in violation of the criminal law, the presumptive sanction shall be a period of suspension

31. A Participant's conviction for a *Criminal Code* offense shall carry a presumptive sanction of permanent ineligibility from participating with the Organization. *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

32. 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.

33. Infractions that result in discipline will be recorded and records will be maintained by the Organization.

Suspension Pending a Hearing

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

Confidentiality

35. 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

36. 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

37. 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.

Appeals Procedure

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



Appendix A – Investigation Procedure

Determination

1. When a complaint is submitted pursuant to the *Discipline and Complaints Policy*, the Case Manager will determine if the incident should be investigated.

Investigation

2. The Case Manager will appoint an Investigator. The Investigator must be an independent third-party skilled in investigating. The Investigator must not be in a conflict of interest situation and should have no connection to either party.
3. Federal and/or Provincial/Territorial 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, the organization's policies for human resources, and/or consult independent experts to determine whether legislation applies to the complaint.
4. 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. 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
 - e. Statement of facts (Respondent's perspective) prepared by Investigator, acknowledged by the Respondent and provided to the Complainant

Investigator's Report

5. Upon completion of their investigation, the Investigator shall prepare a report that should include a summary of evidence from the parties (including both statements of facts, if applicable) and recommendations from the Investigator of whether, on a balance of probabilities, a breach of the *Code of Conduct and Ethics* occurred.
6. 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.
7. The Investigator's Report will be provided to the Case Manager who will disclose it, at their discretion, to the Organization and the relevant club (if applicable).
8. 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 and the Organization to refer the matter to police.
9. The Investigator must also inform the Organization of any findings of criminal activity. The Organization may decide whether to report such findings to police but is required to inform police if there are findings related to the trafficking of prohibited substances or methods (as



POLICIES and PROCEDURES (CONT'D)

indicated in the version of the World Anti-Doping Agency's Prohibited List currently in force), any sexual crime involving Minors, fraud against the Organization, or other offences where the lack of reporting would bring the Organization into disrepute.

Reprisal and Retaliation

10. A Participant who submits a complaint to the Organization or who gives evidence in an investigation may not be subject to reprisal or retaliation. Any such conduct may constitute Maltreatment and will be subject to disciplinary proceedings pursuant to the *Discipline and Complaints Policy*.

False Allegations

11. A Participant who submits allegations that the Investigator determines to be malicious, false, or for the purpose of retribution, retaliation or vengeance (or that otherwise fall within the definition of Maltreatment) may be subject to a complaint under the terms of the *Discipline and Complaints Policy* and may be required to pay for the costs of any investigation that comes to this conclusion. The Organization or the Participant against whom the allegations were submitted, may act as the Complainant.

Confidentiality

12. The Investigator will make reasonable efforts to preserve the anonymity of the complainant, respondent, and any other party. However, the Organization recognizes that maintaining full anonymity during an investigation may not be feasible.

Sport Manitoba Revised Date:	<u>November 7, 2022</u>
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CODE OF CONDUCT AND ETHICS POLICY

“Organization” refers to: Manitoba Trap Shooting Association Inc.

UCCMS Definitions

1. The following terms are defined in the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (“UCCMS”) and also provided in **Appendix A**:
 - a. Consent
 - b. Disclosure
 - c. Duty to Report
 - d. Grooming
 - e. Maltreatment
 - f. Minor
 - g. Neglect
 - h. Physical Maltreatment
 - i. Power Imbalance
 - j. Psychological Maltreatment
 - k. Reporting (or Report)
 - l. Sexual Maltreatment

Definitions

2. The following terms have these meanings in this Code:
 - a. **Athlete** – An individual who is an Athlete Participant in the Organization who is subject to the policies of the Organization
 - b. **Abuse** – Includes Psychological Maltreatment, Physical Maltreatment, Neglect, and/or Grooming of Vulnerable Participants by Persons in Authority and which can have the following warning signs:
 - i. Recurrent unexplained injuries
 - ii. Alert behaviour; child seems to always be expecting something bad to happen
 - iii. Often wears clothing that covers up their skin, even in warm weather
 - iv. Child startles easily, shies away from touch or shows other skittish behaviour
 - v. Constantly seems fearful or anxious about doing something wrong
 - vi. Withdrawn from peers and adults
 - vii. Behaviour fluctuates between extremes (e.g., extremely cooperative or extremely demanding)
 - viii. 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)
 - ix. Acting out in an inappropriate sexual way with toys or objects
 - x. New adult words for body parts and no obvious source
 - xi. Self-harm (e.g., cutting, burning or other harmful activities)
 - xii. Not wanting to be alone with a particular child or young person
 - c. **Bullying** - is offensive behaviour and/or abusive treatment of a Participant that typically, but not always, involves an abuse of power. Examples of behaviour that may constitute Bullying include, but are not limited to:
 - i. Spreading malicious rumours, gossip or innuendos with the intent of causing harm or suffering to a Participant;



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- ii. Excluding or isolating a Participant socially with the intent of causing them harm or suffering;
 - iii. Making offensive jokes or derogatory comments to a Participant or to others;
 - iv. Yelling, verbally berating or using profanity;
 - v. Assigning unreasonable duties or workload which are unfavourable to a Participant; or
 - vi. Any form of cyber bullying which can include:
 - a) Sending mean or threatening emails or text/instant messages;
 - b) Posting embarrassing photos of someone online
 - c) Creating a website to make fun of others
 - d) Pretending to be someone else
 - e) Tricking someone into sending pictures or videos or revealing personal information
 - f) Sending personal information (including pictures and videos) about someone else to a third-party
- 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 a Participant or group, which is known or ought reasonably to 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. Contributing to a *poisoned sport environment*, which can include:
 - a. Locations where material that is discriminatory is displayed (e.g., sexually



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- explicit posters and racial/racist cartoons)
- b. Groups where harassing behaviour is part of the normal course of activities
- c. Behaviour that causes embarrassment, awkwardness, endangers a person's safety or negatively affects performance.
- xiii. 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
- xiv. Retaliation or threats of retaliation against a person who reports harassment to the Organization
- f. **Participants** – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization who are subject the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
- g. **Person in Authority** – Any Participant who holds a position of authority within the Organization including, but not limited to, coaches, instructors, officials, managers, support personnel, chaperones, committee members, and Directors and Officers
- h. **Vulnerable Participants** – Includes Minors and vulnerable adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority)
- i. **Workplace** – Any place where business or work-related activities are conducted. Workplaces include but are not limited to, the registered office(s), work-related social functions, work assignments outside the registered office(s), work-related travel, the training and competition environment, and work-related conferences or training sessions
- j. **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, 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 person from work-related social gatherings;
 - viii. Deliberately withholding information that would enable a person to do their 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



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- xii. Words or actions which are known, or ought reasonably to be known, as offensive, embarrassing, humiliating, or demeaning.
- k. **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 assault; and
 - xi. Any attempt to engage in the type of conduct outlined above

Purpose

- 3. The purpose of this Code is to ensure a safe and positive environment within the programs, activities, and events of the Organization by making Participants aware that there is an expectation, at all times, of appropriate behaviour consistent with the applicable organization's core values and policies. The Organization supports equal opportunity, prohibit discriminatory practices, and is committed to providing an environment in which all individuals can safely participate in sport and are treated with respect and fairness.

Application of this Code

- 4. This Code applies to any Participant's conduct during the business, activities, and events of the Organization including, but not limited to competitions, practices, evaluations, treatment or consultations (e.g., massage therapy), training camps, travel associated with organizational activities, the office environment, and any meetings.
- 5. This Code also applies to Participants' conduct outside of the business, activities, and events of the Organization when such conduct adversely affects the organization's relationships (and the work and sport environment) or is detrimental to the image and reputation of the Organization. Such applicability will be determined by the Organization, as applicable, at its sole discretion.
- 6. This Code applies to Participants active in the sport or who have retired from the sport where any claim regarding a potential breach of this Code occurred when the Participant was active in the sport.



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7. In addition, breaches of this Code may occur when the Participants involved interacted due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Participant(s).
8. Any Participant who violates this Code may be subject to sanctions pursuant to the *Discipline and Complaints Policy*. In addition to facing possible sanctions pursuant to the *Discipline and Complaints Policy*, a Participant who violates this Code during a competition may be removed from the competition or training area, and the Participant may be subject to further sanctions.

Persons in Authority and Maltreatment

9. When they are a Person in Authority, Participants are responsible for knowing what constitutes Maltreatment. The categories of Maltreatment are not mutually exclusive, nor are the examples provided in each category an exhaustive list. Rather, what matters for the assessment of the Maltreatment is whether the conduct falls into one or more of the categories, not into which category it falls. Abuse, assault, Harassment, bullying, and hazing can be experienced in more than one category of Maltreatment.
10. Maltreatment can be any of the prohibited behaviours and conduct, provided the Maltreatment occurs in any one or a combination of the following situations (The physical location(s) where the alleged Maltreatment occurred is not determinative):
 - a. Within a sport environment;
 - b. When the Participant alleged to have committed Maltreatment was engaging in sport activities;
 - c. When the Participants involved interacted due to their mutual involvement in sport; or
 - d. Outside of the sport environment where the Maltreatment has a serious and detrimental impact on another Participant.
11. It is a violation of the Code for sport administrators or other Persons in Authority to place Participants in situations that make them vulnerable to Maltreatment. This includes, but is not limited to, instructing an Athlete and coach to share a hotel room when traveling, hiring a coach who has a history of Maltreatment, assigning guides and other support staff to a para-Athlete when the guide or support staff has a reputation for Maltreatment or assigning such a guide or support staff to a para-Athlete in the absence of consultation with the para-Athlete.

Responsibilities

12. Participants have a responsibility to:
 - a. Refrain from any behaviour that constitutes Maltreatment, Discrimination, Harassment, Workplace Harassment, or Workplace Violence
 - b. Maintain and enhance the dignity and self-esteem of other Participants by:
 - i. Treating each other with the highest standards of fairness, honesty, respect and integrity;
 - ii. Focusing comments or criticism appropriately and avoiding public criticism of Athletes, coaches, officials, organizers, volunteers, employees, or other Participants;
 - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and



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- ethical conduct;
- iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory; and
- v. Ensuring adherence to the rules of the sport and the spirit of those rules.
- c. Abstain from the non-medical use of medications or drugs or the use of Prohibited Substances or Prohibited Methods as listed on the version of the World Anti-Doping Agency's Prohibited List currently in force. More specifically, the Organization adopt and adhere to the Canadian Anti-Doping Program. The Organization will respect any sanction imposed on a Participant as a result of a breach of the Canadian Anti-Doping Program or any other applicable Anti-Doping Rules
- d. Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision, who has been found to have committed an anti-doping rule violation and is serving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program or any other applicable Anti-Doping Rules
- e. Reasonably cooperate with the CCES or another anti-doping organization that is investigating anti-doping rule violations
- f. Not harass, intimidate or otherwise conduct themselves offensively towards a doping control official or other individual involved in doping control
- g. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- h. Refrain from consuming tobacco products, cannabis, or recreational drugs while participating in the programs, activities, competitions, or events of the Organization;
- i. In the case of Minors, not consume alcohol, tobacco, or cannabis at any competition or event;
- j. In the case of adults, not consume cannabis in the Workplace or in any situation associated with the events of the Organization (subject to any requirements for accommodation), not consume alcohol during training, competitions, or in situations where Minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations
- k. When driving a vehicle:
 - i. Have a valid driver's license;
 - ii. Not be under the influence of alcohol or illegal drugs or substances;
 - iii. Have valid car insurance; and
 - iv. Refrain from holding a mobile device.
- l. Respect the property of others and not wilfully cause damage
- m. Promote sport in the most constructive and positive manner possible
- n. Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a para-classification, competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- o. Adhere to all federal, provincial/territorial, municipal and host country laws
- p. Comply, at all times, with the bylaws, policies, procedures, and rules and regulations of the Organization, as applicable and as adopted and amended from time to time
- q. Report any ongoing criminal or anti-doping investigation, conviction, or existing bail conditions involving a Participant to the Organization, including, but not limited to, those for violence, child pornography, or possession, use, or sale of any illegal or prohibited substance or method



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Directors, Committee Members, and Staff

13. In addition to section 12 (above), Directors, Committee Members, and staff of the Organization will have additional responsibilities to:

- a. Function primarily as a Director or Committee Member or staff member of the Organization (as applicable) and not as a member of any other organization or constituency
- b. Ensure their loyalty prioritizes the interests of the Organization
- c. Ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
- d. Comply with the *Screening Policy*
- e. Conduct themselves openly, professionally, lawfully and in good faith
- f. Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
- g. Behave with decorum appropriate to both circumstance and position
- h. Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws
- i. Maintain confidentiality of private organizational information
- 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 governance documents

Coaches, Instructors, Trainers, and Athlete Support Personnel

14. In addition to section 12 (above), coaches, instructors, trainers and athlete support personnel 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, either consciously or unconsciously. Coaches, instructors, trainers, and athlete support personnel will:

- a. Avoid any behaviour that abuses the Power Imbalance inherent in the coaching position to (i) establish or maintain a sexual relationship with an Athlete that they are coaching, or (ii) encourage inappropriate physical or emotional intimacy with an Athlete, regardless of the Athlete's age
- b. Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the Athletes
- c. 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
- d. 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
- e. Support the coaching staff of a training camp, provincial/territorial team, or national team, should an Athlete qualify for participation with one of these programs
- f. Accept and promote Athletes' personal goals and refer Athletes to other coaches and sport specialists as appropriate
- g. Provide Athletes (and the parents/guardians of Minor Athletes) with the information



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- necessary to be involved in the decisions that affect the Athlete
- h. Act in the best interest of the Athlete's development as a whole person
 - i. Comply with the *Screening Policy*
 - j. Report any ongoing criminal or anti-doping investigation, conviction, or existing bail conditions to the Organization (as applicable), including those for violence, child pornography, or possession, use, or sale of any illegal or prohibited substance or method
 - k. Not coach, train, or otherwise support athletes if they use methods or substances prohibited by the Canadian Anti-Doping Program without valid and acceptable justification
 - l. Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or prohibited substances or prohibited methods and, in the case of Minors, alcohol, cannabis, and/or tobacco
 - m. Respect Athletes competing for other jurisdictions 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
 - n. Not engage in a sexual or intimate relationship with an Athlete of any age in which the coach is in a position of trust or authority
 - o. Disclose to the Organization any sexual or intimate relationship with an athlete over the age of majority and immediately discontinue any coaching involvement with that athlete
 - p. 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
 - q. Dress professionally and use appropriate language

Athletes

15. In addition to section 12 (above), Athletes will have additional responsibilities to:

- a. Adhere to their Athlete Agreement (if applicable)
- b. Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete
- c. Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations
- d. 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
- e. Adhere to any rules and requirements regarding clothing and equipment
- f. Dress to represent the sport and themselves with professionalism
- g. Act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by coaches or managers

Officials

16. In addition to section 12 (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



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- c. Work within the boundaries of their position's description while supporting the work of other officials
- d. Act as an ambassador of the sport by agreeing to enforce and abide by national and provincial/territorial rules and regulations
- e. Take ownership of actions and decisions made while officiating
- f. Respect the rights, dignity, and worth of all Participants
- g. Act openly, impartially, professionally, lawfully, and in good faith
- h. Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
- i. Respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about Participants
- j. Comply with the *Screening Policy*
- k. Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform a supervisor at the earliest possible time
- l. When writing reports, set out the actual facts to the best of their knowledge and recollection
- m. Dress in proper attire for officiating

Parents/Guardians and Spectators

17. In addition to section 12 (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 competition or practice
 - d. Respect the decisions and judgments of officials, and encourage Athletes to do the same
 - e. Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
 - f. Respect and show appreciation to all competitors, and to coaches, officials and other volunteers
 - g. Never harass competitors, coaches, officials, parents/guardians, or other spectators



Appendix A – Definitions from the UCCMS

The following definitions of terms are from version 5.1 of the UCCMS and have been adapted by the Organization:

1. **Consent** – *Consent* is defined in Canada's *Criminal Code* as the voluntary agreement to engage in the sexual activity in question. The law focuses on what the person was actually thinking and feeling at the time of the sexual activity. Sexual touching is only lawful if the person affirmatively communicated their consent, whether through words or conduct. Silence or passivity does not equal consent. Sexual activity is only legal when both parties consent. The *Criminal Code* also says there is no consent when: Someone says or does something that shows they are not consenting to an activity; Someone says or does something to show they are not agreeing to continue an activity that has already started; Someone is incapable of consenting to the activity, because, for example, they are unconscious; The consent is a result of someone abusing a position of trust, power or authority or someone consents on someone else's behalf. A person cannot say they mistakenly believed a person was consenting if: that belief is based on their own intoxication; they were reckless about whether the person was consenting; they chose to ignore things that would tell them there was a lack of consent; or they didn't take proper steps to check if there was consent. Sexual activity with a Minor is a criminal offence as is sexual activity with a person under the age of 18 years when the other person is in a position of trust or authority
2. **Disclosure** - The sharing of information by a Participant regarding an incident or a pattern of Maltreatment experienced by that Participant. Disclosure does not constitute a formal report that initiates a process of investigation to address the Maltreatment
3. **Duty to Report**
 - a. **Concerns Under Child Protection Legislation:** A legal duty to report is mandated by law, and the requirement varies by province depending on provincial legislation. Everyone has a duty to report child abuse and neglect under Canadian child welfare laws. Professionals who work with children and youth have an added responsibility to report. Adults are obliged to report child Maltreatment if there is knowledge or suspicion that it is occurring. This is called the "duty to report." Every person in Canada has the duty to report known or suspected child Maltreatment by law. Known or suspected abuse or Neglect of a child must be reported to: local child welfare services (e.g., children's aid society or child and family services agency), or provincial/territorial social service ministries or departments, or local police
 - b. **Concerns Outside of Child Protection Legislation:** Participants have a duty to report concerns of inappropriate conduct of other Participants to uphold the ethical standards and values of Canadian sport. Reporting inappropriate conduct is important to ensure proper action is taken and expectations are re-established. By addressing inappropriate conduct, a collective responsibility to protect Participants from Maltreatment is enacted
4. **Grooming** – Deliberate conduct by a Participant to sexualize a relationship with a Minor that involves the gradual blurring of boundaries and normalization of inappropriate and sexually abusive behaviour. During the grooming process, the Participant will gain the trust of the Minor and protective adults and peers around the Minor often under the guise of an existing relationship. Manipulation tactics are then used to blur perceptions and gain further access to and private time with the Minor in order to abuse or exploit the Minor. Grooming can occur



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whether or not harm is intended or results from the behaviour. (Grooming is also a prohibited behaviour listed under the definition of Maltreatment)

5. **Maltreatment** – Includes Maltreatment related to:

- a. *Psychological Maltreatment* – which includes, without limitation, verbal acts, non-assaultive physical acts and acts that deny attention or support
 - i. Verbal Acts - Verbally assaulting or attacking someone, including but not limited to: unwarranted personal criticisms; body shaming; derogatory comments related to one's identity (e.g., race, gender identity or expression, ethnicity, Indigenous status, ability/disability); comments that are demeaning, humiliating, belittling, intimidating, insulting or threatening; the use of rumours or false statements about someone to diminish that person's reputation; using confidential sport and non-sport information inappropriately. Verbal Maltreatment may also occur in online forms.
 - ii. Non-assaultive Physical Acts (no physical contact) - Physically aggressive behaviours, including but not limited to: throwing objects at or in the presence of others without striking another; hitting, striking or punching objects in the presence of others
 - iii. Acts that Deny Attention or Support - Acts of commission that deny attention, lack of support or isolation including but not limited to: ignoring psychological needs or socially isolating a person repeatedly or for an extended period of time; abandonment of an Athlete as punishment for poor performance; arbitrarily or unreasonably denying feedback, training opportunities, support or attention for extended periods of time and/or asking others to do the same
- b. *Physical Maltreatment* – includes, without limitation, contact or non-contact behaviours that have the potential to cause physical harm
 - i. Contact behaviours - Including but not limited to: deliberately punching, kicking, beating, biting, striking, strangling or slapping another; deliberately hitting another with objects
 - ii. Non-contact behaviours - Including but not limited to: isolating a person in a confined space; forcing a person to assume a painful stance or position for no athletic purpose (e.g., requiring an Athlete to kneel on a hard surface); the use of exercise for the purposes of punishment; withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep; denying access to a toilet; providing alcohol to a Participant under the legal drinking age; providing illegal drugs or non-prescribed medications to a Participant; encouraging or knowingly permitting an Athlete to return to play prematurely following any injury or after a concussion and without the clearance of a medical professional; encouraging an Athlete to perform a skill for which they are known to not be developmentally ready
- c. *Sexual Maltreatment* – includes, without limitation, any act targeting a person's sexuality, gender identity or expression, that is committed, threatened or attempted against a person, and includes but is not limited to the Criminal Code Offences of sexual assault, sexual exploitation, sexual interference, invitation to sexual touching, indecent exposure, voyeurism and non-consensual distribution of sexual/intimate images. Sexual Maltreatment also includes sexual harassment and stalking, cyber harassment, and cyber stalking of a sexual nature. Examples include:
 - i. Any penetration of any part of a person's body, however slight, with any object or body part by a person upon another person, including but not limited to:
 1. vaginal penetration by a penis, object, tongue, or finger; and



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2. anal penetration by a penis, object, tongue, or finger
- ii. Any intentional touching of a sexual nature of any part of a person's body, however slight, with any object or body part by a person upon another person, including but not limited to:
 1. kissing;
 2. intentional touching of the breasts, buttocks, groin or genitals, whether clothed or unclothed, or intentionally touching of another with any of these body parts;
 3. any contact, no matter how slight, between the mouth of one person and the genitalia of another person, and
 4. making another touch themselves, the Participant, or someone else with or on any of the body parts listed in b).
 5. any intentional touching in a sexualized manner of the relationship, context or situation
- iii. In addition to the criminal acts identified above, the UCCMS prohibits sexual relations between an Athlete above the age of majority (depending upon jurisdiction) and a Participant who holds a position of trust and authority on the basis that there can be no Consent where there is a Power Imbalance. A Power Imbalance that is presumed to exist may be challenged
- d. *Neglect* – or acts of omission, includes without limitation: not providing an Athlete recovery time and/or treatment for a sport injury; not being aware of and not considering an individual's physical or intellectual disability; not considering supervision of an Athlete during travel, training or competition; not considering the welfare of the Athlete when prescribing dieting or other weight control methods (e.g., weigh-ins, caliper tests); disregarding the use of performance-enhancing drugs by an Athlete; failure to ensure safety of equipment or environment; allowing an Athlete to disregard sport's rules, regulations, and standards, subjecting Participants to the risk of Maltreatment
- e. *Grooming* – is often a slow, gradual and escalating process of building trust and comfort with a young person. Grooming includes, without limitation, the process of making inappropriate behaviour seem normal and gradually engaging in 'boundary violations' which have been professionally-identified to Canadian standards (e.g., a degrading remark, a sexual joke, sexualized physical contact; adult Participants sharing rooms with a Minor who is not an immediate family member; providing a massage or other purported therapeutic interventions with no specific training or expertise; private social media and text communications; sharing personal photographs; shared use of locker rooms; private meetings; private travel, and providing gifts). The Grooming process:
 - i. Grooming usually begins with subtle behaviours that do not appear to be inappropriate. Many victims/survivors of sexual abuse do not recognize the grooming process as it is happening, nor do they recognize that this process of manipulation is part of the overall abuse process.
 - ii. In the grooming process, the offender begins by gaining trust of adults around the young person. The offender establishes a friendship and gains the young person's trust. Grooming then involves testing boundaries (e.g., telling sexual jokes, showing sexually explicit images, making sexual remarks). Typically, behaviour moves from non-sexual touching to "accidental" sexual touching
 - iii. The young person is often manipulated into feeling responsible for the contact, is discouraged from telling anyone else about the relationship, and is made to feel



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- obligated to protect the offender. The offender also builds trust with those close to the young person so that the relationship with the young person is not questioned
- f. *Interference with or Manipulation of Process* – it is considered maltreatment if an adult Participant directly or indirectly interferes with a process by:
- i. falsifying, distorting, or misrepresenting information, the resolution process, or an outcome;
 - ii. destroying or concealing information;
 - iii. attempting to discourage an individual's proper participation in or use of the processes of the Organization;
 - iv. harassing or intimidating (verbally or physically) any person involved in the processes before, during, and/or following any proceedings of the Organization;
 - v. publicly disclosing a Participant's identifying information, without the Participant's agreement;
 - vi. failing to comply with any temporary or provisional measure or other final sanction;
 - vii. distributing or otherwise publicizing materials a Participant gains access to during an investigation or hearing, except as required by law or as expressly permitted; or
 - viii. influencing or attempting to influence another person to interfere with or manipulate the process
- g) *Retaliation* – which means that a Participant shall not take an adverse action against any person for making a good faith Report of possible Maltreatment or for participating in any process related to alleged conduct violations. Retaliation includes threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging or participating in the processes of the Organization. Retaliation after the conclusion of investigation and sanction processes is also prohibited. Retaliation may be present even where there is a finding that no Maltreatment occurred. Retaliation does not include good-faith actions lawfully pursued in response to a Report of possible Maltreatment
- h) *Aiding and Abetting* – which is any act taken with the purpose of facilitating, promoting, or encouraging the commission of Maltreatment by a Participant. Aiding and Abetting also includes, without limitation, knowingly:
- i. allowing any person who has been suspended or is otherwise ineligible to be in any way associated with sport or to coach or instruct Participants;
 - ii. providing any coaching-related advice or service to an Athlete who has been suspended or is otherwise ineligible; and
 - iii. allowing any person to violate the terms of their suspension or any other sanctions imposed
- i) *Reporting* – it is considered Maltreatment to fail to report Maltreatment of a Minor. A legal Duty to Report is mandated by law, and the requirement varies by province depending on provincial legislation.
- i. Failure to Report Maltreatment of a Minor
 1. The obligation to Report requires the Reporting of any conduct which, if proven true, would constitute Psychological Maltreatment, Sexual Maltreatment, Physical Maltreatment or Neglect involving a Minor Participant. The obligation to Report is an ongoing one and is not satisfied simply by making an initial Report. The obligation includes Reporting, on a timely basis, all relevant information of which an adult Participant becomes aware



POLICIES and PROCEDURES (CONT'D)

2. The obligation to report includes making a direct Report
 3. The obligation to Report includes personally identifying information of a potential Minor Complainant to the extent known at the time of the Report, as well as a duty to reasonably supplement the Report as to identifying information learned at a later time
 4. Participants should not investigate or attempt to evaluate the credibility or validity of allegations involving Psychological Maltreatment, Sexual Maltreatment, Physical Maltreatment or Neglect. Participants making a good faith Report are not required to prove the Reports are true before Reporting
- ii. Failure to Report Inappropriate Conduct
 1. Not all inappropriate conduct may meet the threshold for constituting Maltreatment. However, such inappropriate conduct may represent behaviour with the risk of escalating to Maltreatment. Any Participant who suspects or becomes aware of another Participant's inappropriate conduct, even if it is not defined as Maltreatment, has a Duty to Report such inappropriate conduct through the organization's internal procedures. Those in positions of trust and authority who become aware of another's inappropriate conduct have a responsibility for reporting the concern within their organization's policies and procedures. The person making the report does not need to determine whether a violation took place: instead, the responsibility lies in reporting the objective behaviour.
 - iii. Intentionally Filing a False Allegation
 1. An allegation is false if the events Reported did not occur, and the person making the Report knows the events did not occur
 2. A false allegation is different from an unsubstantiated allegation; an unsubstantiated allegation means there is insufficient supporting evidence to determine whether an allegation is true or false. Absent demonstrable bad faith, an unsubstantiated allegation alone is not grounds for a violation
6. **Minor** – Any Participant who is under the age of 18 at the time and in the jurisdiction where the alleged Maltreatment has occurred. Adults are responsible for knowing the age of a Minor.
 7. **Neglect** – Any pattern or a single serious incident of lack of reasonable care, inattention to a Participant's needs, nurturing or well-being, or omissions in care. Neglect is determined by the objective behaviour but the behaviour must be evaluated with consideration given to the Participant's needs and requirements, not whether harm is intended or results from the behaviour. (Neglect is also a prohibited behaviour listed under the definition of Maltreatment)
 8. **Physical Maltreatment** – Any pattern or a single serious incident of deliberate conduct that has the potential to be harmful to the physical well-being of the Participant. Physical Maltreatment includes, without limitation, contact or non-contact infliction of physical harm. Physical Maltreatment is determined by the objective behaviour, not whether harm is intended or results from the behaviour. (Physical Maltreatment is also a prohibited behaviour listed under the definition of Maltreatment)
 9. **Power Imbalance** – A Power Imbalance may exist where, based on the totality of the circumstances, a Participant has supervisory, evaluative, a duty of care, or other authority over another Participant. A Power Imbalance may also exist between an Athlete and other adults involved in sport in positions such as high-performance directors, sport specific health-care providers, sport science support staff, care or support persons, guides or pilots. Maltreatment



POLICIES and PROCEDURES (CONT'D)

occurs when this power is misused. Once a coach-Athlete relationship is established, a Power Imbalance is presumed to exist throughout the coach-Athlete relationship, regardless of age, and is presumed to continue for Minor Athletes after the coach-Athlete relationship terminates or until the Athlete reaches 25 years of age. A Power Imbalance may exist, but is not presumed, where an intimate relationship existed before the sport relationship commenced (e.g., a relationship between two spouses or life partners, or a sexual relationship between consenting adults that preceded the sport relationship).

- 10. Psychological Maltreatment** – Any pattern or a single serious incident of deliberate conduct that has the potential to be harmful to the psychological well-being of the Participant. Psychological Maltreatment includes, without limitation, verbal conduct, non-assaultive physical conduct, and conduct that denies attention or support. Psychological Maltreatment is determined by the objective behaviour, not whether harm is intended or results from the behaviour. (Psychological Maltreatment is also a prohibited behaviour listed under the definition of Maltreatment)
- 11. Reporting (or Report)** – The provision of information in writing by any person or a Participant to a relevant independent authority (the independent person or position, such as a Case Manager, charged with receiving a report and determining next steps) regarding Maltreatment. Reporting may occur through either: (i) the Complainant (of any age) or the one who experienced the Maltreatment, or (ii) a witness – someone who witnessed the Maltreatment or otherwise knows or suspects Maltreatment. In either case, the intention of Reporting is to initiate an independent investigative process, which could result in disciplinary action being taken against the Respondent

12. Sexual Maltreatment

- a. **Involving a Child:** Any form of adult/child sexualized interaction constitutes child sexual abuse. Sexual abuse of a child may occur through behaviours that do or do not involve actual physical contact. (Sexual Maltreatment is also a prohibited behaviour listed under the definition of Maltreatment)
- b. **Involving a person over the Age of Majority:** Any sexual act, whether physical or psychological in nature, that is committed, threatened, or attempted against a Participant without the Participant's Consent. It includes any act targeting a Participant's sexuality, gender identity or expression, that is committed, threatened or attempted against a Participant without that Participant's Consent, and includes but is not limited to, the Criminal Code Offences of sexual assault, sexual exploitation, sexual interference, invitation to sexual touching, indecent exposure, voyeurism and non-consensual distribution of sexual/intimate images. Sexual Maltreatment also includes sexual harassment and stalking, cyber harassment, and cyber stalking of a sexual nature. Sexual Maltreatment can take place through any form or means of communication (e.g. online, social media, verbal, written, visual, hazing, or through a third party). (Sexual Maltreatment is also a prohibited behaviour listed under the definition of Maltreatment)

Sport Manitoba Revised Date:	<u>November 7, 2022</u>
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ADMINISTRATION EXPENSES FOR EXECUTIVE AND DIRECTORS

It is the Policy of the Manitoba Trapshooting Association Inc. that:

1. The President shall receive remuneration of \$400.00 per year to be paid at end of last quarter.
2. The Treasurer shall receive remuneration of \$250.00 per month paid quarterly, effective October 1, 2012. This was increased to \$300.00 per month effective October 1, 2017.
3. The Secretary shall receive remuneration of \$100.00 per month paid quarterly, effective November 1, 2011.
4. The Directors who attend meetings shall receive a mileage subsidy of 30 cents per kilometer paid quarterly with a minimum of \$35.00/meeting per Director. Directors from Clubs as listed: Brandon, Lundar, Pembina, Winnipeg and Virden. The subsidy is subject to change as a result of the price of gasoline.
5. All Clubs (Winnipeg, Brandon, Virden, Lundar and Pembina) have an opportunity to share equally on all Bingo monies minus the percentage of 30% which the MTA deems necessary for Administration. This is effective April 1, 2013.
6. The Executive of the MTA have signing authority. This includes President, Secretary, Treasurer and Vice-President.
7. NRA Coaching renewal is valid for 3 years/Coach. 3 year fee is \$30.00 per Coach. Next renewal = June 2018.
8. Corporations Act. \$25.00 per year and must be paid April of each year.
9. Payment to be made by November 1 of each year in the amount of \$250.00 to the individual for maintaining the website up-to-date.
10. Payment to be made by JUNE 1 of each year in the amount of \$300.00 to the individual for the preparation of the Annual Shoot Book. NOTE: This was increased from \$250.00 to \$300.00 in March 2017.
11. The **CTA Delegate** shall receive remuneration of \$1,000.00 per year to be paid to the Delegate by the semi-annual meeting.
12. The **ATA Delegate** shall receive remuneration of \$1,000.00 per year to be paid to the Delegate by the semi-annual meeting.
13. The **CITSA (Canadian International Trap Shooting Association) Delegate** shall receive remuneration of \$1,000.00 per year to be paid to the Delegate by the semi-annual meeting.