

# **MANITOBA WATER POLO ASSOCIATION INC**

## **OPERATIONS MANUAL 2024**



## **INTRODUCTION**

The Manitoba Water Polo Association Inc., also known as the M.W.P.A., is the governing body for the sport of water polo in the Province of Manitoba. The M.W.P.A. office is located in the Sport Manitoba Building, 145 Pacific Avenue, Winnipeg, Manitoba. The M.W.P.A. is a recognized sport organization of Sport Manitoba and receives the bulk of its funding from this organization. The funding received from Sport Manitoba enables the M.W.P.A. to provide many services to its membership including: administrative and technical staff, office space, administrative services, program support and access to bingo funding through the Manitoba Liquor and Lotteries Foundation. The office, under the leadership of the Board of Directors and the Executive Director, plan and prepare not only for the day-to-day operation of the Association, but also for the promotion and development of water polo including active long-range planning.

# MANITOBA WATER POLO ASSOCIATION INC.

## POLICIES AND PROCEDURES MANUAL

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## **1. MEETING PROCEDURES**

To minimize time spent at all meetings of the M.W.P.A. the following procedures will be implemented.

### **1.1 REGULATIONS**

- 1.1.1 The procedure for dealing with agenda items for all meetings will be as follows:
- 1.1.2 The agenda and all items will be circulated to the board seven (7) days prior to meeting date.
- 1.1.3 All items will be accompanied by a recommendation and brief discussion.
- 1.1.4 Such recommendations and discussion will preferably be in written form, but may be accepted verbally.
- 1.1.5 It will be the responsibility of the initiator of the agenda item in question to develop the required recommendation and discussion.
- 1.1.6 Motions presented to the Board for consideration should be received by the members of the Board prior to the motion being discussed at the Board level, whenever possible. This will allow members an opportunity to properly review all motions and make informed decisions.

### **1.2 MINUTES**

Minutes of all meetings shall be prepared in a format as determined by the Office Administrator/Executive Director of the M.W.P.A. and/or the appropriate Committee Chairperson from time-to-time. Minutes of Board meetings will be distributed to members of the Board within 7 working days of each Board/Executive Committee meeting.

## **2 CLUBS**

### **2.1.1 RESPONSIBILITIES**

In order to be eligible for participation in various M.W.P.A. programs, including insurance coverage, Clubs must;

- 2.1.1 ensure all members are registered with the Association prior to participation in Club/Association events/programs/leagues.
- 2.1.2. pay a registration fee to the Association office - fees will be determined on a year-to-year basis.
- 2.1.3. submit a financial statement to the Association within three (3) months of fiscal year end.
- 2.1.4. Advise the Association on pool rental schedules/usage, as the Association carries the liability insurance in this area.
- 2.1.5. be responsible for their own fundraising activities. Individual clubs will be liable for any financial and contractual obligations undertaken by that club.

Clubs wishing to have access to fundraising activities normally under the auspices of the Association or wishing to apply for licenses under the name of the Association, must apply to the Association to participate in or use the name of the Association for participation in these activities. Written application must be made to the Association a minimum of six (6) weeks prior to the activity date. The application must include a budget which clearly indicates expected club revenues and expenditures for the fiscal period in which the fundraising dollars will be used. The Association will give priority to those clubs that; (1) have demonstrated the capacity to operate fundraising activities in a competent manner so as not to jeopardize future access to that activity, and (2) have demonstrated a financial need for assistance.

### **2.2 GENERAL**

Registered clubs of the Manitoba Water Polo Association Inc. are eligible for the following services:

- 2.2.1 Voting privileges at the M.W.P.A. Annual General Meeting or Special General Meetings as outlined in the By-laws,
- 2.2.2 Access to M.W.P.A. fundraising activities,
- 2.2.3 Insurance coverage for all registered members,
- 2.2.4 M.W.P.A. communication/newsletters to membership,
- 2.2.5 Receiving sanction to host and/or attend events,
- 2.2.6 Access to M.W.P.A. Board of Directors' meeting minutes,

### **2.3 DISSOLUTION**

Upon dissolution, all club monies which have been acquired through activities sanctioned by the M.W.P.A. or through funding received from the M.W.P.A. must be forwarded to the M.W.P.A. in good faith.

## **3. LEAGUES AND PROGRAMS**

### **3.1. REGULATIONS**

In order to participate in any M.W.P.A. organized leagues and/or programs, teams/clubs

must:

- 3.1.1. be registered and in good standing with the Association,
- 3.1.2. submit completed entry forms a minimum of two (2) weeks – prior to participation in the event,
- 3.1.3. submit required entry fee.

### **3.2. GUIDELINES**

3.2.1 The following guidelines will be in place for all leagues and programs operated by and under the auspices of the M.W.P.A.;

- 3.2.1.1. League fees must be paid in full prior to participation unless alternate arrangements have been made with the M.W.P.A Board of Directors.
- 3.2.1.2. Completed registration forms (including all required information on ALL participants) must be received by the Association office or the league or program convenor prior to participants entering the water.
- 3.2.1.3. Teams/clubs with the majority of athletes under the age of eighteen (18) must have a representative of legal age present at team/club games.

3.2.2. The Association will:

- 3.2.2.1 ensure event details are coordinated,
- 3.2.2.2. provide event information to teams/club contacts a minimum of four (4) weeks prior to the event,
- 3.2.2.3. provide schedules a minimum of one (1) week prior to the event,
- 3.2.2.4. provide coordinator(s) for the event,
- 3.2.2.5. provide referees for the event,
- 3.2.2.6. provide insurance coverage,
- 3.2.2.7. provide some level of financial assistance for the event.

## **4. INTERPROVINCIAL AND INTERNATIONAL TRAVEL SANCTION**

It is mandatory for all teams traveling to events outside Manitoba and for all competitions in Manitoba to receive sanction from the Association. This is necessary to ensure that all persons traveling to participate in a water polo event are in fact registered members of the Association, and also that persons participating in water polo events in Manitoba are registered members of their respective water polo associations.

### **4.1 TEAMS TRAVELLING TO EVENTS OUTSIDE MANITOBA**

- 4.1.1. Sanction must be received from the Association
- 4.1.2. Notification of team/club's intention to travel as well as the team roster including parental consent forms for athletes under the age of eighteen (18), and names of chaperones must be received fourteen (14) days in advance of departure
- 4.1.3. No athletes with outstanding accounts with the Association will be allowed to travel unless special arrangements have been made with the Board of Directors prior to departure
- 4.1.4. All teams/clubs traveling with members under the age of eighteen (18) will be required to have two chaperones. If the head coach/assistant

coach or team manager is not of the same gender as the athletes the chaperone is required to be of the same gender as the athletes

A Chaperone is defined by Water Polo Canada as:

- 4.1.4.1. Some one of at least twenty-five (25) years of age;
- 4.1.4.2. Be a registered member in good standing with their Club, PSO, and Water Polo Canada;
- 4.1.4.3. Must at least be registered as a “volunteer” on the Water polo Canada Membership Registration System
- 4.1.4.4. Have an approved criminal record check and an approved child abuse registry check on file with the PSO or member Club. To be renewed annually.

## **4.2. EVENTS HELD IN MANITOBA**

### **4.2.2. Interprovincial Events**

- 4.2.2.1. Sanctions for the event must be received by the association
- 4.2.2.2. Information on the event including schedule, teams to participate, budget, etc., must be forwarded to the Association office fourteen (14) days prior to the start of the event
- 4.2.2.3. Referees must be approved by the Technical Committee of the Association.
- 4.2.2.4. Teams from outside the province attending the event must have a letter of sanction (or permission) to participate sent from their provincial/state association to the M.W.P.A., to be received no less than two (2) weeks prior to the event.

### **4.2.3. Interprovincial Events**

- 4.2.3.1. Sanction for the event must be received from the Association.
- 4.2.3.2. Host team/club must submit a list of participants to the Association office no less than seven (7) days prior to the event to ensure that all participants are registered with the Association.

### **4.2.4. Failure to Meet Deadlines**

- 4.2.4.1. Any club/team whom fails to meet the deadlines for submissions will be subject to a fifty-dollar (\$50) fine for a first offense, which need to be received by the office before verification of documents will be processed
- 4.2.4.2. A subsequent infraction will result in an increase of ten dollars (\$10) each time

## **5. COACHING**

The association will follow Water Polo Canada’s curriculum. WPC Coaching link: <http://www.waterpolo.ca/becomeacoach.aspx>. M.W.P.A has a screening policy in place – Policy #38.

## 6. OFFICIATING

Each year the Technical Committee of the Association will appoint a qualified official to act as the Referee-in-Chief for the Association.

6.1. Levels for officials are defined as follows:

- 6.1.1 Minor Official
- 6.1.2 Regional Referee
- 6.1.3 Provincial Referee
- 6.1.4 National Referee

6.2. The following dress code will apply for M.W.P.A. Referees;

- 6.2.1. Ankle length white pants,
- 6.2.2. White, short-sleeve shirt, with collar.  
**NOTE:** No graphics, logos or lettering are allowed except for items as issued and authorized through the M.W.P.A. Referee-in-Chief,
- 6.2.3. White deck shoes,
- 6.2.4. Shrill whistle (E.g., FINA "Fox 40") on a lanyard,

In order to be eligible for payment for referee services, referees must abide by the dress code as outlined above, as well as attend referee clinics as determined by the Technical Committee of the Association.

Referees will be paid an honorarium for referee services, to be decided upon by the Board of Directors at the beginning of each season, and based upon their qualifications.

## 7. NATIONAL TOURNAMENTS and/or EVENTS

- 7.1. All teams/athletes representing the Province of Manitoba at a National Tournament and/or event must be registered and in good standing with both the Association and Water Polo Canada.
- 7.2. All participants must sign a M.W.P.A. Code of Conduct.

## 8. GENERAL POLICIES AND PROCEDURES

- 8.1 The Association will provide in advance, a meal per diem of \$35.00 per day to those individuals who are representing the Association at events at which attendance by a representative has been approved by the Board of Directors.
- 8.2 Member Individuals/Groups of the Association wishing to appeal decisions by the Association may do so by submitting a written appeal to the Association within one (1) week of the incident in question. An Appeal Committee will then be struck from the Association Board of Directors, who will deal with the appeal as per the policies set out in the WPC Appeal Policy.
- 8.3 The M.W.P.A. is a full member of the Canadian Water Polo Association Inc., also known as Water Polo Canada. The President of the M.W.P.A. will attend the Water



Polo Canada Annual General Meeting, along with the Executive Director or another board member as required who will act as an observer. If the President is unable to attend then s/he must ensure that a responsible official of the Association will attend in his/her place and the said official is properly empowered to vote on all matters discussed and voted on at the meeting.





## Manitoba Water Polo Association Board of Directors Code of Behavior

Adopted 2018 (updated 2023)

As a Board member of MWPA, I will

- be committed to the mission of MWPA.
- act in a manner consistent with the mission and values of MWPA.
- focus my efforts on the mission of MWPA and not on my personal goals.
- accept responsibility and share power in order to work as a productive, cooperating member of the Board of Directors.
- acknowledge and declare conflicts of interest between my position as a board member and my personal and professional life.
- support in a positive manner all actions taken by the Board of Directors even when I am in a minority position on such actions.
- never exercise authority as a board member except when acting in a meeting with the full board or as I am delegated by the board.
- keep confidential matters confidential.
- be accountable to the "moral ownership" with the rest of the Directors, for competent, conscientious and effective accomplishment of the obligations of the Board.
- ensure that discrimination is never practiced at MWPA
- act in a manner consistent with this Code of Behaviour despite personal opinions, values or differences.
- attend meetings consistently, prepare for meetings, participate fully, and otherwise fulfill my fiduciary obligations to MWPA.
- always respect the opinions and values of other board members and strive to create a positive atmosphere at board meetings.
- represent MWPA in a positive manner within the community

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



## **M.W.P.A. POLICY MANUAL**

### **General Information**

This Policy Manual is designed to provide the members of the Manitoba Water Polo Association Inc., also known as the M.W.P.A., with a simple and concise explanation of the rules and procedures that govern the Association, as defined in the constitution, by-laws and motions passed at Board of Directors' and Annual General Meetings (it is not designed to take precedence over any of these).

The ultimate objective of developing the manual is to promote better communication and understanding within the water polo community in Manitoba, through a clear definition of all policies and procedures relating to its functions.

Updating will be constantly required in order to keep the document current. To that end, in all minutes of meetings of the Board, whenever a decision is made that is to be included as policy, the motion(s) shall be worded "It shall be the policy of the Association that . . .". The policies in this manual shall supersede all previous motions and/or policies. Updated policies will be available to the Board of Directors and members of the Association one month after the policy has been approved.

The Water Polo office, under the direction of the Board member responsible for Policies and Procedures, will be responsible for the update and maintenance of the Policy Manual.

## GENERAL PRINCIPLES

The Association shall have policy on issues which relate directly to the promotion and development of water polo in the Province of Manitoba.

- a. The Association may have policy on issues which are;
  - i. National in focus or scope,
  - ii. Local or regional in focus or scope,
  - iii. Specific to a single athlete, team or club.
- b. The Association **shall not** have policy on issues which are;
  - i. Unrelated directly to the promotion or development of water polo in Manitoba,
  - ii. Within the exclusive jurisdiction of a member, team or club,
  - iii. More appropriately dealt with by a member, team or club.

## POLICY DEVELOPMENT

- c. The Board of Directors may refer any issue to the appropriate Standing Committee of the Association for the development of a policy on that issue.
- d. In developing policy on any issue, a Standing Committee shall consider the best interests of the promotion and development of water polo in Manitoba and, without limiting the generality of the foregoing, **may** develop policies with regard to:
  - i. The Acts of Incorporation, the Constitution, and the By-Laws,
  - ii. Any long-term strategic plan for the promotion and development of water polo in Manitoba which has been implemented by the Association,
  - iii. Existing or prior policy or practice of the Association on the same or similar issue,
  - iv. Direction given by the Board of Directors,
  - v. Views expressed by or data collected from members, teams and/or clubs,
  - vi. Recommendations or reports prepared by the Association or by Association staff,
  - vii. Viewpoints expressed by or data collected from any external agencies or persons.
- e. Standing Committees **shall not** develop any policy which has the effect of:
  - i. Placing a member/team/club in direct conflict with another member/team/club, the Association, its national organization, its members, its funding agencies, or any government agency,
  - ii. Discriminating against any member/team/club,
  - iii. Breaching any Association By-Law, its Acts of Incorporation, or any contract entered into by the Association and then in force,
  - iv. Aligning the Association to any political party or gives the appearance of such an alignment.

## ADOPTION OF POLICY

- f. The Board of Directors or majority of the membership must approve any policy before such policy is issued, pronounced or implemented.

- g. Where, in the opinion of the Executive Committee, circumstances so require, policy may be issued, pronounced or implemented without prior approval of the Board of Directors, provided that the policy in question is brought forward at the next meeting of the Board of Directors.
- h. Nothing in this section shall preclude any Standing Committee or Association staff from publishing or circulating any draft policy to such persons or organizations as it deems fit for the purpose of soliciting response and/or comment, provided that such draft policy is marked as such, and shall be appropriately endorsed prior to any publication or circulation.

## APPEAL POLICY

Type: Governance

Policy Number: 21

Authority: Board of Directors

Date  
Approved:  
January 2022

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### 21.1 Rationale:

This policy is designed to provide rules and regulations for all members that pertain to any appeal proceedings.

### 21.2 Guidelines and Procedures:

#### 1. Purpose

Manitoba Water Polo Association (hereinafter "MWPA") recognizes the right of any Member to appeal the decisions of MWPA and hereby provides for an appropriate process for resolving disputes that could arise from time to time from such decisions of MWPA.

The purpose of this appeal policy is to enable disputes with Members to be dealt with fairly, expeditiously, and affordably within MWPA, without having to have recourse to formal legal and court-like procedures.

#### 2. Definitions

- a) Appeal Form: Refers to an Appeal submitted by the Appellant(s) attached as Appendix B;
- b) Appellant: Refers to a Member appealing a decision of MWPA;
- c) Affected Party: Means any Member who could be potentially affected by the decision of the Appeal Panel and that has been added to the Appeal as a Party;
- d) Arbitration: Refers to the arbitration process as established by the SDRCC Code, as amended from time to time;
- e) Board of Directors: Means the Board of Directors or one of its Committee of MWPA;
- f) Case Manager: Refers to a neutral organization or individual responsible for managing the Appeal on behalf of MWPA where the Executive Director is in conflict of interest;
- g) Days: Means total days, irrespective of weekends or holidays;
- h) Mediation: Refers to the mediation process as established by the SDRCC Code, as amended from time to time;
- i) Panel or Appeal Panel: Refers to the Appeal panel established as provided by Section 7;
- j) Party or Parties: Means the Appellant, the Respondent and the Affected Party;

- k) Member: Refers to members as defined in MWPA' by-laws as amended from time to time;
- l) Respondent: Refers to the body, committee, person or persons whose decision is being appealed;
- m) SDRCC: Means the Sport Dispute Resolution Centre of Canada or its successor;
- n) Working Days: Means total days, excluding weekends and holidays;
- o) Written Response: Refers to the response submitted by the Respondent(s), attached as Appendix C.

### **3. Scope of Appeal**

3.1. Any Member of MWPA who is affected by a decision of the Board of Directors, of any Committee of the Board of Directors or of any body or individual who has been delegated authority to make decisions on behalf of MWPA or its Board of Directors, will have the right to appeal that decision, provided there are sufficient grounds for the appeal, as set out in Section 8.

3.2. A Member may have a decision reviewed by the Executive Director before beginning the appeal process set out herein.

3.3. Without limiting the scope of section 3.1, this appeal policy will not apply to decisions relating to:

- a) The technical and competition rules of WPC and FINA and field of play disputes may not be appealed;
- c) Disciplinary matters arising during events organized by entities other than MWPA, which are dealt with under the policies of these other entities, provided that they have an appeal policy in place;
- d) Criminal offences for which the Appellant(s) is/are seeking a criminal conviction;
- e) Commercial and employment matters for which other legal recourses already exist under applicable laws or contracts; or
- f) Decisions that are outside the scope of the present appeal policy as described by MWPA by-laws as amended from time to time.
- g) Decisions rendered by Water Polo Canada;
- h) This appeal policy will not apply to decisions related to the National Championship League (NCL)

### **4. Timing for Appeal**

4.1. Members who wish to appeal a decision will have seven (7) days from the date they received notice of the decision to submit their Appeal Form to the Executive Director or Case Manager.

4.2. Any Member wishing to submit the Appeal Form beyond the twenty-one (21) day period must provide a written request stating reasons for an exemption to the requirement of Sub-section



4.3. The decision as to whether to allow the exemption, as provided by Sub-section 4.2, will be at the discretion of the Panel, as established in conformity with Section 7.

## **PROCEDURE**

### **5. Appeal Form and Discussion**

5.1. Members who wish to appeal a decision of MWPA that affects them must apply to the Executive Director or Case Manager to initiate the appeal process using the Appeal Form (see Appendix B). The appeal process does not begin until such application is made.

5.2. The Appeal Form will state:

- a) The name(s) of the Appellant(s);
- b) The coordinates of the Appellant(s);
- c) The name(s) of the Respondent(s);
- d) When available, the name(s) of any Registrant (also called Affected Party), who might be potentially affected by the decision of the Appeal Panel;
- e) The decision being appealed;
- f) The grounds for the appeal;
- g) A summary of the evidence that supports these grounds;
- h) If applicable, a list of the witnesses to be called at the hearing, with a summary of the evidence to be provided by them;
- i) The remedy sought;
- j) Whether or not representative(s) will be present; and
- k) The request for timing-exemption, as provided by Sub-section 4.2, when required.

5.3. Before proceeding further, the Executive Director or Case Manager will make reasonable attempt to ensure that the Appellant(s) and the Respondent(s) have attempted to resolve the dispute privately between themselves. If, in the opinion of the Executive Director or Case Manager, as applicable, the Appellant(s) and the Respondent(s) have made reasonable attempts to resolve the dispute privately, and that resolution is unlikely in the reasonable foreseeable future, the Executive Director or Case Manager, as applicable, shall proceed pursuant to the terms hereunder.

5.4. The Appellant shall pay a filing fee of \$250. The Panel may determine, at its discretion, when rendering its decision if such filing fee shall be reimbursed to the appellant. Many criteria will be used for determining whether the filing fee should be returned including, without limitation, whether the Appeal Panel believes the Appeal was frivolous or vexatious. Unless MWPA waives or delays the payment of the filing fee, the Appeal will not proceed until the filing fee is paid by the appellant to MWPA.

## **6. Written Response by Respondent and Affected Party**

6.1. If the attempt to resolve the dispute through discussion between the parties fails, the Executive Director or Case Manager will request a Written Response by the Respondent(s) (see Appendix C) outlining the justification for the decision or the practice being appealed.

6.2. The Written Response will contain:

- a) A summary of the evidence that supports the Respondent(s)' case;
- b) If applicable, the list of witnesses to be called at the hearing and the summary of the evidence to be provided by them;
- c) Whether or not representative(s) will be present;
- d) When available, the name(s) of any Member (also called Affected Party), who might be potentially affected by the decision of the Appeal Panel;

6.3. The Written Response of the Respondent shall be forwarded to the Executive Director or Case Manager within five (5) working days of the date of receipt of the Appeal Form by the Executive Director or Case Manager, or such longer period as the Executive Director or Case Manager may specify.

6.4. The Executive Director or Case Manager must forward a copy of the Written Response to the Appellant(s) and the Affected Party (s) without delay after receipt.

6.5. If requested by the Affected Party, such Affected Party shall have five (5) days upon receipt of the Written Response to file submissions.

6.6. Should the Respondent(s) fail to submit the Written Response within the time-limit provided by Sub-section 6.3, the Executive Director or Case Manager will initiate the establishment of the Panel without further delay and notify the Parties of such decision.

## **7. Appointment of the Appeal Panel**

7.1. Within ten (10) days of having received the Appeal Form, the Executive Director or Case Manager will appoint an Appeal Panel as follows:

- a) The Panel will be comprised of three (3) individuals who shall determine among themselves who shall act as chairperson of the Panel;
- b) The Appeals Panel members must have no significant relationship with the Parties;
- c) The Appeals Panel members must have no involvement with the decision being appealed; and
- d) The Appeals Panel members must be free from any actual or perceived bias or conflict of interest.

7.2 As soon as they are appointed, the members of the Panel will be forwarded a copy of the Appeal Form and Written Response and submissions of the Affected Party, when applicable.

7.3 The Panel shall have the authority to determine its own jurisdiction and any requests related to issues of conflict of interest.

## **8. Grounds for Appeal**

8.1. An appeal may be heard only if there are sufficient grounds for the appeal. Sufficient grounds include, but are not limited to, the Respondent:

- a) Making a decision for which it did not have authority or jurisdiction, as set out in governing documents;
- b) Failing to follow procedures as laid out in the by-laws or approved policies of MWPA;
- c) Making a decision which was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views or that the decision was made on the basis of, or significantly influenced by, factors unrelated to the merits of the decision.
- d) Exercising its discretion for an improper purpose; and
- e) Making a decision that was grossly unreasonable or unfair.

## **9. Screening of Appeal**

9.1. Within two (2) working days of receiving the Appeal Form, the Panel will determine whether there are appropriate grounds for the appeal, as set out in Sub-section 8.1 above.

9.2. The facts as alleged by the Appellant(s) in the Appeal Form shall be presumed to be correct unless such facts are, to the knowledge of one or more of the Panel members, clearly erroneous.

9.3. If the appeal is denied because of insufficient grounds, the Parties will be notified in writing without delay, of this decision and its reasons.

9.4. If the Appellant(s) believe the Panel has made an error in denying the right to appeal a decision, the matter may be referred to Arbitration or Mediation. Such Arbitration or Mediation is to be administered under the SDRCC Code, as amended from time to time.

## **10. Preliminary Conference**

10.1. Should the Panel determine that the Appeal presents sufficient grounds to hear the Appeal, the Panel will, within seven (7) days of receiving the Appeal Form and Written Responses, hold a preliminary conference to consider various preliminary issues, such as, but not limited to, the following:

- a) Date and location of the hearing;
- b) Timelines for exchange of documents;
- c) Format of the appeal (written or oral submissions or a combination of both);
- d) Clarification of issues in dispute;

- e) Clarification of evidence to be presented to the Panel;
- f) Order and procedure of hearing;
- g) Any procedural matter;
- h) Clarification of remedies sought; and
- i) Any other matter that may assist in expediting the appeal proceedings.

10.2. The preliminary conference can be held by conference-call or in person, depending on the circumstances. This decision is at the sole discretion of the Chairperson and may not be appealed.

10.3. The participants in the preliminary conference shall be the Appellant(s), the respondent(s), the Affected Party (s), their representatives, if any, the Executive Director or Case Manager and the Panel.

10.4. The Chairperson and the Executive Director or Case Manager shall arrange the preliminary conference and its precise date and time in concert with the participants.

10.5. The Panel may delegate to its Chairperson the authority to deal with these preliminary matters.

10.6. The Case Manager shall act as secretary of the preliminary conference and shall confirm in writing to the Appellant(s), Respondent(s) and Affected Party (s) the appeal procedure established at this preliminary conference within two (2) working days after the conclusion of such conference and after having received the written confirmation approved by the Panel.

## **11. Procedure for the Appeal**

11.1. The Panel shall govern the hearing by such procedures as it deems appropriate, provided that the following directives be applied:

- a) The appeal shall be heard as quickly as reasonably possible and no later than ten (10) days from the appointment of the Panel, unless otherwise agreed to by all Parties or determined by the Panel under exceptional circumstances, having regard to the nature of the appeal, and the circumstances of the case;
- b) All three (3) members of the Panel shall hear the appeal, but a majority in favor of the same result shall be sufficient to affect a decision;
- c) Each Party shall have the right to be represented at the hearing;
- d) Copies of any written documents which any of the Parties would like the Panel to consider shall be provided to the Panel and to all Parties, within the time limits established during the preliminary conference or by the Panel;
- e) The appeal may proceed on the basis of written submissions and documentation if all Parties to the appeal consent;
- f) The Panel may direct that any other person or party participate in the appeal;

g) If the decision of the Panel may affect another party to the extent that the other Party would have recourse to an appeal in their own right under this policy, that Party will become a Party to the appeal in question and will be bound by its outcome;

h) For sake of expediency and cost reduction, a hearing either by way of written submissions, via telephone conference or video conference is to be preferred, with such safeguards as the Panel considers necessary to protect the interests of the parties;

i) Unless otherwise agreed by the Parties, there shall be no communication between Panel members and the parties, except in the presence of, or by copy to, the other Parties; and

## **12. Procedure for Documentary Appeal**

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

a) All Parties are given a reasonable opportunity to provide written submissions to the Panel, to review written submissions of the other parties and to provide written rebuttal and argument.

b) The applicable principles and timelines set out in Section 11 are respected.

## **13. Evidence that may be considered**

13.1. As a rule, the Panel will only consider evidence that was before the original decision-maker. At its discretion, the Panel may hear new material evidence that was not available at the time of the original decision.

13.2. The Panel will determine if an additional element of proof should be admitted or rejected where the preliminary conference has taken place.

13.3. If a Party believes the Panel has made an error in admitting or rejecting an additional element of proof as provided by Sub-section 13.2, the matter may be referred to Arbitration or Mediation. Such Arbitration or Mediation is to be administered under the SDRCC Code, as amended from time to time.

## **14. Appeal Decision**

14.1. Unless otherwise agreed to by all Parties or determined by the Panel in exceptional circumstances, the Panel will issue its written decision with reasons within ten (10) days of concluding the appeal's hearing. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide:

a) To reject the appeal and confirm the decision being appealed;

b) To uphold the appeal and refer the matter back to an alternate decision-maker for a new decision. Such new decision shall be final and may be appealed directly for arbitration or mediation at the SDRCC;

c) To uphold the appeal and vary the decision, where it is found that an error occurred and such an error cannot be corrected by the original decision-maker for reason of lack of clear procedure, lack of time or lack of neutrality; or

d) To determine how costs of the appeal, excluding legal fees and legal disbursements of any of the parties, will be allocated, if at all. When granting such costs, the Panel shall take into account the outcome of the proceedings, the conduct of the parties and their respective financial resources.

14.2. A copy of this decision will be provided to each of the Parties and to the Executive Director and Case Manager.

14.3. In extraordinary circumstances, the Panel may issue a verbal decision or a summary written decision, with reasons to follow, provided that the written decision with reasons is rendered within the timelines specified in Sub-section 14.1.

## **15. Modification of Timelines**

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

## **16. Arbitration and Mediation**

16.1. All differences or disputes shall first be submitted to appeal pursuant to the appeal process set out in this policy.

16.2. Any final decision made by the Panel that may lead to irreversible consequences for one of the parties may be exclusively submitted by way of application to the SDRCC or its successor, which will resolve definitively the dispute in accordance with the SDRCC Code, as amended from time to time.

16.3. Should a matter be referred to Arbitration or Mediation, all parties to the original appeal shall be parties to this Arbitration or Mediation.

16.4. The award rendered by the SDRCC or its successor shall be final and binding upon the parties.

**APPENDICES:**

**APPENDIX B – APPEALS FORM**

Date: \_\_\_\_\_

**Contact Information:**

Name of Appellant: \_\_\_\_\_ Age: \_\_\_\_\_

Address of Appellant: -

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Representative (if any): \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Decision:**

What decision or practice do you wish to appeal?

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

Why do you think the decision is wrong or unfair?

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

When was that decision taken?

\_\_\_\_\_

**Respondent:**

Who made the decision?

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

**Grounds:**

Grounds for the Appeal (arguments):

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





Name: \_\_\_\_\_

Address: \_\_\_\_\_

Summary of evidence:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Summary of evidence:

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

**Remedy:**

What action or decision do you want MWPA to take or make to correct the situation?

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

**Signature:**

Claimant's Name: \_\_\_\_\_

Claimants' Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C – WRITTEN RESPONSE**

Date: \_\_\_\_\_

**Contact Information:**

Name of Respondent: \_\_\_\_\_ Age: \_\_\_\_\_

Address of Respondent: -

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Representative (if any): \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Justification:**

Justification for the decision or practice being appealed (reasons):

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

Summary of evidence that supports this justification.

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

**Affected Party:**

When available, provide the names and contact information of any member who might be potentially affected by the decision of the Appeal Panel.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Witnesses:**

List of Witnesses to be called at the hearing.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Summary of evidence:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Summary of evidence:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Summary of evidence:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Summary of evidence:

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

**Signature:**

Respondent's Name and Committee:

\_\_\_\_\_

Respondent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## BINGO POLICY

Type: Governance

Policy Number: 22

Authority: Board of Directors

Date Approved: May 2018

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### 22.1 Rationale:

This policy is intended to be used as an outline in determining the dispersal of Bingo Funds received from Manitoba Liquor & Lotteries. These Bingo Funds are to support water polo participants within Manitoba.

Member groups eligible for Funds:

- Member Clubs
- Provincial Team

\*MWPA reserves the right to retain Bingo Funds on an “as-required” basis.

\*\* An eligible group is defined as an MWPA member in good standing, has been registered with MWPA into their 2nd year of operation and has 10 or more registered members with MWPA.

### 22.2 Guidelines:

- For 2017/2018, MWPA will receive 4 funding disbursements – May, August, November, and February from Manitoba Liquor & Lotteries.
- 2/3 of the Bingo funds received from Manitoba Liquor & Lotteries will be used to help offset MWPA Operations, 1/3 of the Bingo funds will be pooled into a volunteer fund to help offset volunteer activities in support of water polo at the Provincial level.
- The Executive Director (ED) will allocate Bingo Funds based on procedures noted under 22.3.

### 22.3 Procedures:

#### 22.3.1 Allocation of Bingo Funds

- MWPA will advertise the need for volunteer assistance on a quarterly basis to member Clubs. Volunteer assistance could be in the form of several different formats (but not limited to):
  - Assistance with a PSO sponsored competition
  - Assistance with a PSO sponsored coaching event
  - Assistance with a PSO sponsored referee event
  - Assistance with a PSO sponsored fundraising event
  - Assistance with a PSO sponsored professional development activity
  - Assistance with a PSO sponsored athlete development activity
- 3 weeks prior to the beginning of each funding quarter (May, August, November and February) the MWPA office will announce PSO events requiring volunteer support.
- Eligible groups will submit a request to participate/volunteer with a specific

PSO event on their Club letter head noting MWPA Bingo Funding Volunteer support, attention MWPA Executive Director.

- The submission of a request does not guarantee participation.
- A formal letter from the MWPA office will be sent as a formal response to each submission (2 weeks after final submission deadline)
- The ED will allocate volunteer funds as evenly as possible.
  - In consideration of eligible rural groups, driving distances and winter driving conditions will be considered and given priority over eligible urban groups.

### **22.3.2 Distribution of Bingo Funds**

- Before funds can be distributed to eligible members, each participating volunteer must sign-off on an event sign-in sheet to determine the number of hours volunteered. This information will also need to be reviewed by PSO sponsored event organization and ED.
- Upon receipt, confirmation and approval of event sign in sheet, MWPA will distribute \$20/hr or up to \$600 (maximum) to each eligible group volunteering at a designated PSO event.
- If the performance of the group working the PSO event is unsatisfactory sanctions may apply.
- If a group fails to attend an event they have been assigned, they will not receive any funding and will not be able to participate in this program for 6 months (probationary period).
- Disbursement of funds, to eligible groups, may take approximately 4 weeks based on Manitoba Liquor & Lotteries deliverables.

### **22.3.3 Volunteers**

- All volunteers must be a member in good standing of the PSO
- Minimum of eighteen years of age (exceptions may be considered based on scope of volunteer activity)
- Volunteers are responsible for finding their own replacement

### **22.3.4 Expenditure Use Guidelines**

- Bingo funds can be used, but are not restricted to, the following Member Club programs and activities:
  - travel costs to out-of-province tournaments
  - hosting tournaments
  - purchase or rental of equipment
  - special projects
  - promotion
  - club development

\*Bingo funds may not be used to offset club registration fees.

## CONFLICT OF INTEREST POLICY

**Type:** Governance

**Policy Number:** 23

**Authority:** Board of Directors

**Date Approved:** February  
2023

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**23.1 Rationale:**

WPC Conflict of Interest Policy adopted in February 2023.

**23.2 Guidelines:**

**23.3 Procedures:**

## DISCIPLINE AND COMPLAINTS POLICY

Type: Governance

Policy Number: 24

Authority: Board of Directors

Date Approved: April 2024

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### 24.1 Purpose and Application

24.1.1 This policy applies to all persons who are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the MWPA's policies, By-laws, rules, regulations, and Code of Conduct. Non-compliance may result in sanctions pursuant to this Policy.

24.1.2 This policy is designed to provide the process to be followed in situations where there is non-compliance with MWPA policies, by-laws, rules and regulations.

24.1.3 In addition to being subject to disciplinary action pursuant to this Policy, an employee of the MWPA who is the subject of a complaint may also be subject to consequences in accordance with their employment agreement and/or human resources policies, if applicable.

### 24.2 Guidelines and Procedures

#### 24.3 Definitions

24.3.1 "*Complainant*" – The party alleging an infraction.

24.3.2 "*Respondent*" – The party responding to the complaint/allegation.

24.3.3 "*Members*" – All categories of membership as defined in the MWPA's Bylaws, who are subject to the policies, rules and regulations of the MWPA, as well as persons employed by, contracted by or engaged in

activities with the MWPA.

- 24.3.4** *“Individuals”* – persons who are not Registrants, including, but not limited to: spectators at events and parents/guardians of athletes who are not Registrants.
- 24.3.5** *“Parties”* – includes the Complainant, Respondent and any other person who may be affected by the decision.
- 24.3.6** *“Person in Authority”* – a Registrant who holds a position of authority, including but not limited to, coaches, instructors, officials, managers, chaperones, committee members or directors.
- 24.3.7** *“Vulnerable Participant”* – a minor, as defined by the age of majority of Manitoba.
- 24.3.8** *“Discipline Chair”* – the Vice President of the MWPA Board of Directors who is the decision maker under Process #1, as outlined below.
- 24.3.9** *“Deputy Discipline Chairs”* – Up to three (3) persons named by the MWPA Board to act as Discipline Chair should the Discipline Chair not be available.
- 24.3.10** *“Alternate Discipline Chair”* – An individual or individuals appointed by the MWPA Board of Directors if the Discipline Chair is in a conflict of interest, or in the circumstance where a Request for Reconsideration is filed under 24.10.
- 24.3.11** *“Case Manager”* – A person appointed by the Discipline Chair to be the first point of contact for the administration and investigation of a complaint under Process #2. The Case Manager does not need to be a member of, or affiliated with, the MWPA.
- 24.3.12** *“Adjudicator”* – the person appointed by the Case Manager to hear and determine a complaint under Process #2, as defined below. In extraordinary circumstances, and at the discretion of the Case Manager, a panel of three (3) persons (“Discipline Panel”) may be appointed to hear



and determine a case under Process #2.

**24.3.13** *“Conflict of Interest”*- A situation in which a person is involved in multiple interests and serving one interest could involve working against another.

**24.3.14** *“Days”* – when counting days, use calendar days.

**24.3.15** *“Maltreatment” and “Prohibited Behaviour”* – are defined by the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (“UCCMS”).

#### **24.4 Conflict of Interest**

**24.4.1** The Discipline Chair, Deputy Discipline Chair, Alternate Discipline Chair, Case Manager and Adjudicator must be unbiased and not in a conflict of interest situation.

**24.4.2** Should a Complainant or Respondent believe that any of the persons listed under 7.4.1 are in a conflict of interest, the Complainant or Respondent must inform the MWPA Board of Directors in writing along with a reasonable assessment of why they believe there is a conflict of interest within 48 hours of the person being named in the role listed at 7.4.1. Should the disciplinary process take less than 48 hours, the MWPA Board must be informed of any alleged conflict of interest before a final determination is made.

#### **24.5 Application of this Policy**

**24.5.1** This Policy applies to all Members and Individuals where complaints arise in the course of:

**24.5.2** MWPA’s business and MWPA sanctioned activities and events including,

but not limited to, competitions and training camps;

- 24.5.3** conduct outside of MWPA business and MWPA sanctioned activities and events, where such conduct is detrimental to the image and reputation of the MWPA.
- 24.5.4** Applicability will be determined by the Discipline Chair at its sole discretion. A decision as to the applicability of this Policy is not appealable.
- 24.5.5** Immediate disciplinary actions that are imposed during a competition do not limit the ability to impose further sanctions.
- 24.5.6** For certainty, allegations that arise during a national competition or other events sanctioned by Water Polo Canada, these fall under an independent third-party process through the Office of the Sport Integrity Commissioner (“OSIC”). The reporting process is found on the Water Polo Canada website. If OSIC determines that a complaint falls under the jurisdiction of the MWPA, then this Policy will be followed.

## **24.6 Process**

- 24.6.1** Any Member or Individual may report an incident or complaint to the Discipline Chair in writing on the form found at Appendix “A”, within fourteen (14) days of the alleged incident. At the MWPA’s discretion, the MWPA (as a corporation) may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the MWPA will identify an individual to represent the MWPA.
- 24.6.2** Complaints may be brought by or against a Vulnerable Participant, however they must engage a parent/guardian or other adult as their representative during this process. All communication will be directed to the Vulnerable Participant’s representative.
- 24.6.3** The Discipline Chair must first determine:
  - 24.6.3.1** Whether the complaint falls within the jurisdiction of this Policy;
  - 24.6.3.2** Whether the complaint has been submitted within fourteen days

in accordance with this Policy; or

**24.6.3.3** Whether the complaint is frivolous, vexatious or if it has been made in bad faith and ought not be heard.

**24.6.3.4** The Discipline Chair's decision to reject the complaint on this basis is final and may not be appealed.

**24.6.4** If the Discipline Chair determines that the complaint may proceed, the Discipline Chair has the sole discretion to determine whether the matter ought to be adjudicated following Process #1 or Process #2, as outlined below, taking into consideration the severity of the alleged infraction.

**24.6.4.1** The Discipline Chair's decision on the adjudication process is also final and may not be appealed.

**24.6.5** Process #1 is usually reserved for minor allegations<sup>1</sup>, including but not limited to:

**24.6.5.1** Disrespectful conduct, including but not limited to, racist or sexist comments or behaviour.

**24.6.5.2** Minor incidents of violence unless the violence is being alleged against a Person in Authority by a Vulnerable Participant.

**24.6.5.3** Conduct contrary to the values of the MWPA.

**24.6.5.4** Non-compliance with MWPA policies, procedures, rules, regulations, or Code of Conduct.

**24.6.6** Process #2 is usually reserved for serious allegations or repeated minor allegations<sup>2</sup>, including but not limited to:

**24.1.1.0** Hazing.

**24.1.1.1** Behaviour that constitutes harassment or discrimination on the

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<sup>1</sup> see Appendix "C": Level 1 – Minor Infraction

<sup>2</sup> see Appendix "C": Level 2 - Major Infractions

basis of a protected personal characteristic as defined in Manitoba Human Rights Code - Province of Manitoba.

- 24.1.1.2 Maltreatment as defined by UCCMS.
- 24.1.1.3 Major incidents of violence (e.g., fighting, attacking, sucker punching).
- 24.1.1.4 Pranks, jokes, or other activities that endanger the safety of others.
- 24.1.1.5 Conduct that intentionally interferes with a competition or with any athlete's preparation for a competition.
- 24.1.1.6 Conduct that intentionally damages the image, credibility, or reputation of the MWPA or one of its affiliated organizations.
- 24.1.1.7 Consistent disregard for the by-laws, policies, rules, and regulations of the MWPA.
- 24.1.1.8 Major or repeated violations of the MWPA Code of Conduct or any other policies, by-laws, rules or regulations that designate this Discipline and Complaints Policy as applicable to address such alleged breaches.
- 24.1.1.9 Intentionally damaging MWPA property or improperly handling MWPA monies.
- 24.1.1.10 Any use or possession of alcohol, cannabis, illicit drugs or narcotics by minors.
- 24.1.1.11 Abusive use of alcohol or cannabis or any use or possession of illicit drugs, and narcotics by adults.
- 24.1.1.12 Any possession or use of banned performance enhancing drugs or methods.

## **24.7 Suspension Pending a Hearing**

- 24.7.1 The Discipline Chair may determine that an alleged incident is of such

seriousness as to warrant suspension of a Member pending the outcome of a decision.

**24.7.2** The decision to suspend a Member pending the outcome of a disciplinary process is not appealable.

## **24.8 Criminal Convictions**

**24.8.1** If the allegation made in a Complaint is also subject to criminal charges, upon conviction the Registrant will be deemed to have breached this Policy which will result in expulsion from the MWPA.

## **24.9 Process #1**

**24.9.1** Process #1 is handled by the Discipline Chair and consists only of written submissions.

**24.9.2** Following a determination that the complaint should proceed, the following steps shall be taken:

**24.9.2.1** the Discipline Chair will provide to the Respondent a copy of the written submissions of the Complainant.

**24.9.2.2** The Respondent then has fourteen (14) days to provide any response on the form at Appendix "B". If no response is received, it will be assumed that the Respondent does not wish to participate.

**24.9.2.3** A copy of the response will be provided to the Complainant who has the ability to submit any rebuttal within seven (7) days.

## **24.10 Process #2**

**24.10.1** If the Discipline Chair determines that Process #2 is to be followed, the matter will be referred to an independent Case Manager to oversee the investigation and administration of the complaint.

**24.10.2** The Case manager **will** notify the Complainant and the Respondent that the complaint has been accepted and will advise of the applicable next steps.

**24.10.2.1** If the hearing or the decision may affect another party to the extent

that the other party would have recourse to a complaint or an appeal in their own right, that party will become a party to the current complaint and will be bound by the decision.

**24.10.3** The Case Manager will consider whether the use of alternative dispute resolution is appropriate. If so, the Complainant and Respondent must participate fully in any alternative dispute resolution session(s).

**24.10.3.1** No appeal may be made of the decision to engage in alternative dispute resolution.

**24.10.4** The Case Manager will appoint an Adjudicator.

**24.10.5** The Case Manager will provide administrative assistance, logistical support any other service or support that may be necessary, to the Adjudicator as required to ensure a fair and timely proceeding.

**24.10.6** The Case Manager, in cooperation with the Adjudicator, will then decide the format under which the complaint will be heard.

**24.10.6.1** The format of the hearing under Process #2 may be an oral in-person hearing, an oral hearing by telephone or other electronic communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.

**24.10.6.2** Any decision with respect to the format of the hearing may not be appealed.

**24.10.7** The hearing will be governed by the procedures that the Case Manager and the Adjudicator deem appropriate in the circumstances, provided that:

**24.10.7.1** The Parties are given appropriate notice of the day, time, place and method (teleconference or electronic communication medium) of the hearing.

**24.10.7.2** Copies of any written documents which the Parties wish to have the Adjudicator consider will be provided to all Parties, through the Case

Manager, in advance of the hearing.

- 24.10.8** The Adjudicator may request that any other individual participate and give evidence at the hearing.
- 24.10.9** The Adjudicator 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.
- 24.10.10** The Parties may engage a representative, advisor, or legal counsel at their own expense.
- 24.10.11** If a Discipline Panel is used, the decision will be by a majority vote.
- 24.10.12** If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Adjudicator will move to a determination of the appropriate sanction.
- 24.10.13** The Respondent may choose to not to participate in the hearing. An adverse inference may be made due to the lack of the Respondent's participation.
- 24.10.14** In fulfilling its duties, the Adjudicator may obtain independent legal advice.

## **24.11 Decision**

- 24.11.1** Under Process #1, following the review of the submissions and evidence related to the complaint, the Discipline Chair shall, within 14 days, determine whether the incident occurred as alleged and if so, determine whether to impose a Sanction.
- 24.11.2** Under Process #2, following a hearing of the matter, the Adjudicator will determine whether the incident occurred as alleged, and if so, determine whether to impose a Sanction. Within fourteen (14) days of the hearing's conclusion, the Adjudicator will provide a written decision, with reasons

to all Parties, the Case Manager, and the MWPA.

**24.11.2.1** In extraordinary circumstances, the Adjudicator 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.

**24.11.3** The decision of the Discipline Chair or the Adjudicator will be considered a matter of public record unless decided otherwise by the Discipline Chair or Adjudicator.

**24.11.4** Records of all sanctions will be maintained by the MWPA for 7 years.

## **24.12 Sanctions**

**24.12.1** Sanctions will be applied using Appendix "C" as a guide.

**24.12.2** Under Process #1, the Discipline Chair will determine the Sanction to be imposed and will inform the Complainant and the Respondent of the sanction at the time that the decision is rendered. Any disciplinary sanctions will begin immediately following the issuance of a decision, notwithstanding any Request for Reconsideration that may be made.

**24.12.3** Under Process #2, the Adjudicator may hold an additional hearing for the purpose of determining an appropriate sanction.

**24.12.4** Under Process #2, the Adjudicator will determine the Sanction to be imposed and will inform the Complainant and the Respondent of the sanction at the time that the decision is rendered. Any disciplinary sanctions will begin immediately following the issuance of a decision, notwithstanding an any appeal that may be made.

**24.12.5** Unless a decision is made otherwise, any disciplinary sanctions will begin immediately following the issuance of a decision, notwithstanding an appeal. Failure to comply with a sanction will result in an automatic



suspension until such time as compliance occurs.

**24.12.6** Sanctions may be one or more of the following<sup>3</sup>:

- 24.12.6.1** Verbal or written reprimand.
- 24.12.6.2** Verbal or written apology.
- 24.12.6.3** Service or other contribution to the MWPA.
- 24.12.6.4** Removal of certain privileges.
- 24.12.6.5** Suspension from certain teams, events, and/or activities.
- 24.12.6.6** Suspension from all MWPA activities for a designated period.
- 24.12.6.7** restitution.
- 24.12.6.8** suspension of funding from the MWPA
- 24.12.6.9** expulsion from the MWPA.
- 24.12.6.10** Any other sanction considered appropriate.

### **24.13 Request for Reconsideration of Sanction under Process #1**

**24.13.1** Under Process #1, the Sanction may be appealed by completing a Request for Reconsideration.

**24.13.2** The Respondent or the Complainant may contest the Sanction imposed by submitting a written Request for Reconsideration to the Discipline Chair within two (2) days of receiving the Sanction.

**24.13.3** In the Request for Reconsideration, the requesting party must indicate why the sanction is too harsh/insufficient and what an appropriate sanction might be. It must include evidence to support the position for reconsideration.

**24.13.4** Upon the Discipline Chair receiving a Request for Reconsideration, they will

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<sup>3</sup> See Appendix "C" for examples of possible sanctions.

advise the MWPA Board of Directors who will assign an Alternate Discipline Chair to review the case along with the Request for Reconsideration. The Alternate Discipline Chair may decide to accept or reject the suggested sanction.

**24.13.5** Should the Alternate Discipline Chair accept the suggested sanction in the Request for Reconsideration, that sanction will take effect immediately.

#### **24.14 Appeal of Decision under Process #2**

**24.14.1** The decision of the Adjudicator maybe appealed in accordance with the MWPA's *Appeal Policy*.

#### **24.15 Confidentiality**

**24.15.1** The discipline and complaints process is confidential and involves only the Parties, the decision makers and any independent advisors to the decision makers.

**24.15.2** Once a complaint is initiated and until a decision is released, none of the Parties can disclose any information relating to the complaint to any person not involved in the proceedings.

**24.15.3** Any breach of confidentiality may result in consequences following the process as outlined under Process #1.

#### **24.16 Timelines**

**24.16.1** 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 Chair or Case Manager may direct that these timelines be revised.

**24.16.2** If a Member is under police investigation or charged criminally as a result of the same incident being considered under this Policy, then the complaint ought to be filed, but the MWPA process will be suspended until the

conclusion of the criminal investigation and any court proceedings.

**24.17 Records and Distribution of Decision**

**24.17.1** 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.

**24.17.2** Records may be shared with Clubs within Manitoba, provided that such Clubs have agreed the terms of this Policy.

**24.17.3** Records may be shared with other PSOs outside of Manitoba, provided they are Members of Water Polo Canada.

**APPENDIX A – COMPLAINT FORM**

Date: \_\_\_\_\_

Name of Complainant: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Adult Representative if the Complainant is a Vulnerable Participant: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Names and contact information of any other Member who might be potentially affected by the decision., if known.**

\_\_\_\_\_

**Date and location of alleged incident:** \_\_\_\_\_

**Witnesses [name and contact info]**

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

**Details of complaint [be specific in referencing 24.6.4]:**

**Summary of the evidence. Any documents relied upon must be attached to this form.**

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

**Remedy Sought [be specific in referencing 24.9]:**

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

**Signature:**

Complainant name (or adult representative): \_\_\_\_\_

Complainant (or adult representative) signature: \_\_\_\_\_

**APPENDIX B – RESPONSE to COMPLAINT**

Date: \_\_\_\_\_

Name of Respondent: \_\_\_\_\_ Age: \_\_\_\_\_

Address of Respondent: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Representative if the Respondent is a Vulnerable Participant: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Names and contact information of any Member who might be potentially affected by the decision if not already identified by the Complainant:**

\_\_\_\_\_

**Provide the names and contact information of any witnesses not already identified by the Complainant:**

\_\_\_\_\_

**Summary of evidence in defense of the allegation [any documents wished to be relied upon must be attached]:**

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

**Signature:**

Respondent's Name (or adult representative) \_\_\_\_\_

Respondent (or adult representative) Signature: \_\_\_\_\_

## APPENDIX C

<b>Level 1</b>	
<b>Description</b>	<b>Discipline</b>
Verbal abuse or disrespect of a player or any referee or game official	Head referee to issue verbal warning and record incident on game sheet.
Disrespectful conduct during a game resulting in a red card	Ejection from game  Incident recorded on Water Polo Canada database.
Non-compliance with bylaws, policies, procedures, rules, regulations and directives of the MWPA	<p><u>First Offence</u></p> <p>Written warning or 1-3 game suspension and/or a fine of up to \$500 per incident</p> <p><u>Second Offence</u></p> <p>Written warning or 4-7 game suspension and/or a fine of \$1000 per incident</p> <p><u>Third Offence</u></p> <p>Written warning or 8-10 game suspension and/or a fine of \$5000 per incident</p>

<b>Level 2</b>	
<b>Description</b>	<b>Discipline</b>
a. repeated Minor Infractions	1-10 game suspension and/or
b. pranks, jokes or other activities that endanger the safety of others, including hazing	fine up to \$5000 and/or expulsion from the MWPA
c. disregard for the bylaws, policies, rules, regulations and directives of the MWPA	
d. conduct that intentionally damages the image, credibility or reputation of the MWPA	
e. repeated Major infractions	
f. maltreatment	
g. in game brutality (FINA)	
h. intentionally damaging MWPA property	
i. improperly handling MWPA monies	
j. abusive use of alcohol or cannabis	
k. any use or possession of alcohol or cannabis by minors	

## FINANCIAL ASSISTANCE POLICY

Type: Governance

Policy Number: 26

Authority: Board of Directors

Date Approved: May 2018

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### 26.1 Rationale:

This policy is designed to provide financial assistance to those individuals considered as permanent residents in the Province of Manitoba and who contribute to the sport provincially as well as nationally.

### 26.2 Guidelines:

- Decisions regarding the granting of financial assistance will be made by the Board of Directors of the Association or a duly appointed committee thereof which has been delegated such authority. The final amounts awarded to applicants will be based on a number of criteria including, but not limited to, number of applicants and funding available. The existence and continuation of this policy is dependent upon the availability of funding for same.
- The written submission must be on the MWPA application form. A legitimate and proper receipt or photocopy thereof for each and every expense item must be attached to the submission
- Fraudulent and/or misleading submissions will result in denial of any financial assistance and may result in an expulsion from the Association. Only registered individuals in good standing may apply.

### 26.3 Procedures:

Applicants may apply for financial assistance through the Sports Manitoba Athlete Assistance Program or through the Coaching Manitoba grant program. Small grant opportunities, which will vary from year to year, may be available through the Manitoba Water Polo Association (MWPA). All financial assistance will be provided on a post-season basis. Any decisions regarding financial assistance, if applying to the MWPA, will be made by an ad hoc committee of the Board of Directors.

#### **Athletes**

Athletes must complete an application form and a letter of introduction. The letter must include a personal introduction and specific goals for water polo development. Please use the appropriate appendix application form:

Appendix A - Sport Manitoba Athlete Assistance Program: For National Team Athletes  
Appendix B - MWPA Financial Assistance Application Form: For Age Group National Team Athletes

#### **Coaches**

Coaches may apply for financial assistance for educational courses, events and clinics. Please use the appropriate appendix application form:  
Appendix C- Coaching Manitoba Grant Program



**Officials**

Refer to Policy #36 – Referee Development Fund Policy

## PLAYER TRANSFER/LOAN POLICY

Type: Governance

Policy Number: 27

Authority: Board of Directors

Date Approved: May 2018

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### 27.1 Rationale:

- To provide an opportunity for individual player development while maintaining and promoting advancement of Water Polo within Manitoba

### 27.2 Guidelines:

- For the purpose of this policy:
  - **Player** refers to a water polo athlete of any age group or registration category registered with a team/club/league under MWPA jurisdiction
  - **Player Transfer** refers to a player who leaves a team or club affiliation during a season and wishes to register with another team or club during the same season, in or beyond the province of Manitoba
  - **Player Loan** refers to a player who remains affiliated with his/her club of registration during the season but plays with another team/club for a specific tournament or competition.
- In order for a player transfer or loan to be sought and approved the athlete must be in good standing with their current club, provincial association and WPC, this applies to athletes of all ages
- A completed transfer/loan form must be received by the office with all appropriate signatures, only after the athlete receives approval of transfer in writing may the athlete be allowed to participate with the new team/club.
- All transfers/loans received by the MWPA will be processed within seven (7) days

### 27.3 Procedures:

#### 27.3.1 Player Transfers

- A player can only be registered with one club per season
- Registered athletes may transfer from one club to another club or have their registration status modified, subject to a signed acknowledgement between both clubs involved (Transfer form attached). The Transfer Form must be submitted to MWPA with the Executive Director having the authority to approve.
- Financial considerations brought about by the transfer remain an issue to be resolved between the player and involved teams/clubs.
- Once the annual membership commitment to a club has expired, a formal transfer is not required. For example, an athlete can register for another club at the beginning of each new season.

#### 27.3.2 Player Loan

- In order to encourage individual player development, a player can be loaned to another team/club for a specific tournament and/or for training

leading up to a specific tournament while maintaining registration with his/her original club.

- Registered athletes may be loaned from one club to another club, within or outside of the province of MB subject to a signed acknowledgement between both clubs involved (Player Loan form attached). The agreement must be submitted to MWPA for approval at least 14 days prior to submission of the roster for the tournament with the ED having the authority for approval.
- In the case of National Championship League (NCL), all WPC policies will apply

### **27.3.2 Exceptional Circumstances**

- A player loan submission for greater than 2 out of province loans/season may be considered for approval under exceptional circumstances and with approval of the MWPA Board. These circumstances include
  - An individual player is considered to be at an extremely high competitive level and cannot regularly compete at that level with a club registered in the province of MB.
  - **There are less than 4 players registered within the province of MB as MWPA competitive players in a single age group.**

## **PRIVACY POLICY**

**Type: Governance**

**Policy Number: 28**

**Authority: Board of Directors**

**Date Approved: February 2023**

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**28.1 Rationale:**

WPC Privacy Policy adopted in February 2023. Refer to WPC website for details.

**28.2 Guidelines:**

**28.3 Procedures:**

## PROVINCIAL TEAM

**Type: Governance**

**Policy Number: 29**

**Authority: Board of Directors**

**Date May 2018**  
**Approved:**

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Goal: The goal of the Provincial Team (PT) is to develop the competition skills of water polo athletes who are committed to high performance following the Long-Term Athlete Development (LTAD) Model, "Train to Compete".

This Policy applies to membership with the Manitoba Water Polo Association (MWPA) including athletes, coaches, chaperones and parents of athletes and will be reviewed on an annual basis.

### Athletes

- Must be a member of MWPA, a water polo club\*, and demonstrate a commitment to the sport
- Complete the required registration form and return in the MWPA office. Athletes under the age of 18 must have the form signed by a parent or guardian
- Are selected based on their current skill, potential for development and work ethic
- Are expected to attend all Provincial Team training sessions and competitions
- Are expected to attend all of their club training sessions and competitions where there is not a direct conflict
- Number of weekly training sessions will vary at different times of the season and from one season to the next
- Must have paid set Club and PT fees before travel to water polo events
- Communicate individual and team concerns directly to the Coach
- Conduct self in a manner as outlined in the Code of Conduct and Ethics, including sportsmanlike behavior, obeying the rules of competition, and demonstrating respectful behavior towards athletes, coaches, officials and spectators
- Athletes who are not able to resolve concerns with the Coach or Officials or have not complied with the Code of Behavior and Ethics may be referred to the Provincial Team Management Committee for review
- May play up in the next age category at the discretion of the Coach
- At the discretion of the head coach, athletes are expected to wear Provincial Team uniform at all Provincial Team events which includes all training sessions and competitions.

\*Athletes who do not have a Water Polo Club in their city/town may be permitted to join the Provincial Team with special caveats. Manitoba Water Polo Provincial Team Chair and Committee will consider/approve special caveats on a per case basis. Example: Said athlete may be required to perform additional training on their own or with a complementary sport.

### Coaches

- Select athletes based on their skill, potential, character and work ethic to compete at national and international events. Athlete selection for tournament play, distribution of players, and playing time is solely the responsibility and at the discretion of the Head Coach

- Establish team rules and supervises team play
- The PT Coach will be paid according to the Provincial Team Coaches Pay Schedule. The schedule is reviewed by the MWPA Board of Directors prior to October 1<sup>st</sup> every year
- Assistant Coaches will receive an honorarium, 50% paid in January and 50% in May
- The PT will cover transportation, accommodation and meal expenses for PT Coaches and required Referees, traveling as members of the PT
- Submit an annual report in June each year of PT activities evaluating the activities, budget reviews and plans for the next year
- A current Child Abuse Registry Check (CARC) and a Criminal Record Check must be on file with the MWPA office for all coaches
- Coaches will communicate with athletes in person (face to face) about water polo activities. Other methods may be used where expedient, when face to face communication is not possible, including the Provincial Team web Page.
- Social contact with athletes is limited to water polo related activities
- Coaches will be provided with feedback, based on the Annual Report, on an annual basis by the Provincial Team committee chair and the Board of Directors
- Assistant Coaches demonstrate commitment to acquiring coaching qualifications appropriate to the Coaching level
- The Head Coach will supervise the conduct and performance of the Assistant Coaches

#### Chaperones

- Chaperones will travel with all PT participating in out-of-province tournaments. Chaperones will be reimbursed for transportation, accommodation and meals on a per diem basis
- Chaperones are responsible for the athletes when not under the direct supervision of the coach for the duration of the trip and until the athletes are released to the parent's care
- A same gender parent of a traveling player will be the first choice in selection for chaperoning responsibilities. Chaperones will be selected on a rotational basis
- A current Child Abuse Registry Check (CARC) and a Criminal Record Check must be on file with the MWPA office for all chaperones
- Chaperones will provide, or arrange for, nutritious meals keeping cost as a priority
- Chaperones will promote an experience that is positive, supporting the athletes and team performance

#### Travel

- All out of town travel must be sanctioned and coordinated by the MWPA
- Athletes will be selected by the PT coach for travel
- All PT team travel costs must be paid in advance of departure. In the event an athlete is unable to travel, based on medical reasons, a Doctors certificate is required. Refunds of deposits and travel fees will be at the discretion of the MWPA Board of Directors.
- Athletes will not be reimbursed for paid costs if they withdraw prior to travel to a tournament.
- Some athlete travel expenses may be covered by monies left over from annual athlete fees as determined on an annual basis

#### Parents

- Are a very important part of the Provincial Team Program

- Play a positive and respectful role supporting participating athletes and coaches
- Have the responsibility to get their child to practice and competitions on time
- Respect and support Coach decisions in practice and tournament play
- Must be willing to participate in PT fundraising activities to financially support the PT
- Direct concerns to the Provincial Team Head Coach

## RECRUITMENT POLICY

**Type:** Governance

**Policy Number:** 30

**Authority:** Board of Directors

**Date Approved:** May 2018

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### 30.1 Rationale:

- The rationale of said policy is to govern the relationship between members of clubs and players of competing clubs.

### 30.2 Guidelines:

- Recruitment is to be defined as: engaging an individual with the intent of enrolling them as a member of a particular club or having them participate in programs run by that club.
- Club is defined as per MWPA membership regulations

### 30.3 Procedures:

- Clubs are restricted to recruiting athletes from the general public who are not currently registered as members of another club under the Manitoba Water Polo Association's registration guidelines.
- Under no circumstances can a representative of a club (coach, board member, or athlete) approach an athlete from another club for recruitment purposes.
- Under no circumstances can a parent or guardian approach an athlete from another club for recruitment purposes.
- Any alleged violation of this policy will be referred to the MWPA Board for review and possible disciplinary action.



## RESPECT IN SPORT

Type: Governance

Policy Number: 31

Authority: Board of Directors

Date Approved: April 2024

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### 1.1 Purpose of the Policy

- 1.1.1 MWPA is committed to creating a sport environment in which all individuals are treated with respect and dignity. All persons involved in the sport of water polo, whether as a Coach, Referee, Official, athlete, volunteer, parent or spectator, have a responsibility to create a sporting environment that is free of harassment and abuse.
- 1.1.2 All persons are responsible for maintaining and enhancing the dignity and self-esteem of other individuals by:
- 1.1.2.1 Demonstrating respect to individuals regardless of body type, physical characteristics, athletic ability, age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, socioeconomic status, gender identity, gender expression, sex, and sexual orientation.
  - 1.1.2.2 Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, and employees.
  - 1.1.2.3 Consistently demonstrating a spirit of sportpersonship, sport leadership, and ethical conduct.
  - 1.1.2.4 Acting, when appropriate, to correct or prevent unjustly discriminatory practices.
  - 1.1.2.5 Consistently treating individuals fairly and reasonably.
  - 1.1.2.6 Ensuring adherence to the rules of water polo and the spirit of those rules.

## **1.2 Scope and Application**

- 1.2.1 The policy applies to all individuals under the jurisdiction of MWPA. This includes, but is not limited to Coaches, Referees, Officials, athletes, volunteers, parents/guardians/caregivers and spectators,
- 1.2.2 The Respect In Sport Program (RIS) encourages positive sport behaviours. It is an accessible, on-line resource co-founded by former NHLer Sheldon Kennedy and the Canadian Red Cross in the prevention of bullying, abuse, harassment and discrimination (BAHD). The program's mission is to empower individuals to recognize the signs and eliminate BAHD from sports through a global culture of respect.
- 1.2.3 Sport Manitoba requires that all Coaches participating in MWPA sanctioned events complete the RIS program. This accreditation must be renewed every five (5) years to maintain certification.
- 1.2.4 MWPA requires that all Referees, Officials and volunteers participating in MWPA sanctioned events complete the RIS program. This accreditation must be renewed every five (5) years to maintain certification.
- 1.2.5 MWPA requires that at least one parent/guardian/caregiver of each athlete registered with MWPA complete the RIS Parent Program starting with the 2024/25 season as a condition of participation. Certification must be completed before September 30, 2024, or within one month of registration. If completed for another sport, the certification is transferrable.

## **1.3 Enforcement**

- 1.3.1 Any Coach, Referee, Official or volunteer not completing or maintaining the RIS certification may be removed until such time that the RIS course is completed and/or renewed.
- 1.3.2 Any athlete of a parent/guardian/caregiver not having completed the RIS Parent Program will not be permitted to participate in any MWPA sanctioned activities.
- 1.3.3 Non-compliance with this policy may result in further discipline as determined by

the Board of Directors.

#### **1.4 Review and Approval**

1.4.1 This policy was revised by the Board of Directors in March 2024.

1.4.2 This Policy will be reviewed by the Board of Directors on an annual basis.

**Board Approval Date:** October 2016

**Renewed Date:** April 2024

## CODE OF CONDUCT POLICY

**Type:** Governance

**Policy Number:** 32

**Authority:** Board of Directors

**Date  
Approved:** February  
2023

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**32.1 Rationale:**

WPC Code of Conduct adopted in February 2023. All members of MWPA are also members of WPC and upon annual registration must sign the WPC Code of Conduct via the RAMP database.

**28.2 Guidelines:**

**28.3 Procedures:**

## FUNDRAISING POLICY

**Type: Governance**

**Policy Number: 33**

**Authority: Board of Directors**

**Date May 2018**  
**Approved:**

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### **Rationale:**

This policy is designed to ensure the Board of Manitoba Water Polo Association Inc (MWPA) is committed to ethical fundraising activities. All donations solicited on behalf of the organization shall be used to further the mission and vision.

This policy applies to the Board, casual, permanent and contract staff and volunteers.

### **Guidelines:**

The purpose of this document is to identify MWPA's position on fundraising practice and to document the standards expected in raising funds from the community.

The Board is responsible for the implementation and review of this policy. The Director – Fundraising/Sponsorship oversees the day-to-day activities.

All Board members, casual, permanent and contract staff and volunteers are responsible for adhering to this policy.

### **Procedures:**

MWPA's guiding fundraising principle is a simple one – we will only use techniques that we would be happy to be used on ourselves and funds shall be solicited in a respectful manner and without pressure.

In doing so, the organization will adhere to the following standards:

- Fundraising activities carried out by MWPA will comply with all relevant laws; that is, the law of the jurisdiction where the activity takes place. This includes national, provincial and local laws;
- Any communications to the public made in the course of carrying out a fundraising activity shall be truthful and non-deceptive;
- All fundraising promotional materials must contain a “statement of purpose”; i.e., Proceeds are for the benefit of \_\_\_\_\_.
- All monies raised via fundraising activities will be for the stated purpose and will comply with the organization's stated mission and vision;
- All personal information collected by MWPA is confidential and is not for sale or to be given away or disclosed to any third party without consent;
- Nobody directly or indirectly employed by or volunteering for MWPA shall accept commissions, bonuses or payments for fundraising activities on behalf of the organization;
- A Fundraising Sub-Committee may be formed to carry out the major fundraising tasks. The Sub-Committee will report regularly to the Director – Fundraising/Sponsorship, including tabling of meeting minutes at Board meetings;
- All fundraising activities must have the prior approval of the Board, as recorded in meeting minutes;

- A statement estimating income and expenses will be prepared prior to the commencement of any new fundraising activity;
- Fundraising activities should not be undertaken if they will expose the MWPA to significant financial risk;
- Fundraising activities should not be undertaken if they may be detrimental to the good name or community standing of MWPA;
- Financial contributions will only be accepted from companies, organizations and individuals the Board considers ethical;
- All fundraising events must be evaluated by the Board for determination of continued offering;
- A report on fundraising will be prepared by the Director – Fundraising/Sponsorship for inclusion in MWPA’s annual report.

## TRAVEL POLICY

**Type:** Governance

**Policy Number:** 34

**Authority:** Board of Directors

**Date Approved:** May 2018

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**Rationale:** This policy is designed to ensure consistent and transparent travel protocol for all MWPA programs, events and activities. This policy applies to the Board, casual, permanent and contract staff, athletes and volunteers. All participants must remember that they are representing MWPA when travelling and are expected to behave appropriately.

**Guidelines:** The purpose of this document is to identify MWPA's position on travel protocol. The Board is responsible for the implementation and review of this policy. The Executive Director oversees the day-to-day activities. All Board members, casual, permanent and contract staff, athletes and volunteers are responsible for adhering to this policy.

**Procedures:** The following procedures and forms must be followed and submitted to the MWPA Office a minimum of two weeks prior to the departure date. If all paperwork is not completed, the individual/team will not be permitted to travel.

1. Planning Travel:
  - a. It is essential for all budget processes to be proactive and organized in both projecting and planning travel. All travel arrangements must be made through the MWPA office. The only exceptions should be emergencies or unforeseen changes in plans. In these situations, the individual traveler is personally responsible for ensuring that all expenses are within MWPA expense limits.
  - b. As part of the budget planning process, individual must provide line item expense figures for each proposed trip to include, but not limited to, transportation, lodging, meals, incidentals and entry fees.
  - c. As soon as possible after the need for travel is known, the traveler should submit a travel itinerary form.
2. Travel Itinerary Form:
  - a. A travel itinerary form must be filed with the MWPA Office for each trip prior to departure. Only those members who are listed may travel. It is important to note that if there has not been an itinerary form submitted the trip will not be a MWPA sanctioned trip (i.e. insurance coverage will not be in effect and discussed reimbursement will not be granted). Essential elements of the travel itinerary include:
    - i. Destination with date of departure and return
    - ii. Charter bus provider or airline connections where appropriate
    - iii. Lodging accommodations with phone contact number for hotel
    - iv. Cell phone numbers, if available
    - v. Full list of all members of the official travel party and guests

- vi. Indication of all individuals included in the travel party who are traveling via alternative travel modes.

Checklist

Pre-trip:

- Ensure all travel forms are signed and submitted
- Provide every member with information/itinerary sheet
- Inform the MWPA Office of any changes to trip details

During Trip:

- Ensure the MWPA Code of Conduct is in effect

Post Trip:

- Complete Incident Report Forms if applicable

3. Travel Expenses - During the trip, receipts must be saved if members expect to be reimbursed for their expenses. Prior to the trip, members must discuss with the MWPA Executive Director if any funding is to be granted and what can and cannot be reimbursed. Receipts must be turned in by the proceeding Wednesday of the return date as listed on the travel itinerary form.
4. Team Travel Procedures
  - a. The Head Coach is responsible for managing all members of the official travel party. All travel party members should travel as a unit to and from the competition.
  - b. In special instances, the head coach may approve alternate travel options for selected individuals. If an exception is approved by the head coach, the coach must have a written statement from the parent or legal guardian no later than 48 hours prior to the scheduled departure granting permission for the alternate travel arrangements. Individuals not traveling with the official travel party assume full responsibility and liability for their travel.
  - c. The Head Coach must clearly outline the appropriate attire for the situation. Remember that at all times individual athletes, coaches and support personnel are representing the MWPA.
  - d. When traveling by van, bus or plane it is expected that the Head Coach will be with the team at all times. If there are extenuating circumstances and the head coach does not plan to travel with the team or must depart the site for any reason, the coach must review and have approval from the MWPA Office for the proposed travel coverage plan.
  - e. Team managers and chaperones must be members of MWPA and have successfully criminal background check and child abuse registry check.
  - f. Team managers and/or chaperones must have a current medical form on hand for all athletes.
  - g. Regardless of gender, a coach shall not share a hotel room or other sleeping arrangements with an athlete (unless the coach is the parent, guardian, sibling, or spouse of that particular athlete).
  - h. When only one athlete and one coach travel to a competition, the athlete must have his/her parents' (or legal guardian's) written permission in advance to travel alone with the coach.
  - i. During team travel, when doing room checks, attending team meetings and/or other activities, two-deep leadership and open and observable environments should be maintained.
  - j. During overnight team travel, if athletes are paired with other athletes they shall be of the same gender and should be a similar age. Where athletes are age 13 &



Over, chaperones and/or team managers would ideally stay in nearby rooms. When athletes are age 12 & Under, chaperones and/or team managers may stay with athletes. Where chaperones/team managers are staying in a room with athletes, they should be the same gender as the athlete and written consent should be given by athlete's parents (or legal guardian).

- k. To ensure the propriety of the athletes and to protect the staff, there will be no male athletes in female athlete's rooms and no female athletes in male athlete's rooms (unless the other athlete is a sibling or spouse of that particular athlete).
  - l. A copy of the MWPA Code of Conduct must be signed by the athlete and his/her parent or legal guardian.
  - m. Curfews shall be established by the Head Coach.
  - n. The directions & decisions of the Head Coach/chaperones are final.
  - o. Athletes are expected to remain with the team at all times during the trip.
  - p. Athletes are not to leave the competition venue, the hotel, a restaurant, or any other place at which the team has gathered without the permission/knowledge of the Head Coach or chaperone.
  - q. When visiting public places such as shopping malls, movie theatres, etc. athletes will stay in groups of no less than three persons. 12 & Under athletes will be accompanied by a chaperone.
  - r. The Head Coach or his/her designee shall make a written report of travel policy or code of conduct violations to the MWPA Office and the parent or legal guardian of any affected minor athlete.
5. Individual Travel Procedures
- a. Individual travelling must confirm travel arrangements and reasons for travel with the MWPA Office.
  - b. Travel Itinerary form must be submitted 2 weeks prior to departure date.
  - c. Re-imburement of expenses and grant requests must be discussed and agreed upon by the MWPA Executive Director.
  - d. Individual travelling must sign the MWPA Code of Conduct Policy.
  - e. Expense receipts must be turned in by the proceeding Wednesday of the return date as listed on the travel itinerary form.
  - f. Individuals must remember that they are representing MWPA when travelling and are expected to behave appropriately.

Appendix A – MWPA Travel Budget Form  
Appendix B – MWPA Travel Itinerary Form  
Appendix C – MWPA Expense Form  
Appendix D – MWPA Incident Report Form

## SOCIAL MEDIA POLICY

Type: Governance

Policy Number: 35

Authority: Board of Directors

Date Approved: January 2023

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### Definitions

The following terms have these meanings in this Policy:

1. *“Social media”* – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, TikTok, Snapchat, and Twitter
2. *“Organization-branded social media”* – Official social media engagement by the Organization including the Organization’s Facebook page(s), Twitter feed, photo sharing accounts, YouTube channels, blogs, or other social media engagement; both those that exist currently and those that will be created by the Organization in the future.
3. *“Person in Authority”* – Any Registrant who holds a position of authority within the MWPA including, but not limited to, coaches, instructors, officials, managers and chaperones.
4. *“Representative”* – All individuals employed by, or engaged in activities on behalf of, the MWPA. Representatives include, but are not limited to, staff, administrators, Directors and Officers of the MWPA, committee members, and volunteers.
5. *“Registrant”* – All individuals who has applied for registration with the MWPA and who have been accepted, which may include, but is not limited to: athletes, coaches, officials, and volunteers (including those who serve on Club executives or boards of directors).

### Purpose

The MWPA encourages the use of social media by its Representatives and Registrants to enhance the sport of water polo and interact with members. Since there is so much ambiguity in the use of social media, the MWPA has created this policy to set boundaries and standards for the use of social media by its Representatives and Registrants.

### Application of this Policy:

This policy applies to all Representatives and Registrants.

## Representatives' Responsibilities

All Representatives of MWPA shall not:

- a. Use social media for the purpose of fraud or any other activity that contravenes the laws of Canada, the laws of Manitoba, the *Code of Conduct*, or any other applicable policy of the MWPA.
- b. Impersonate any other person or misrepresent their identity, role, or position with the MWPA.
- c. Display preference or favouritism with regard to clubs or Registrants.
- d. Upload, post, email, or otherwise transmit:
  - i. Any material that infringes on the patent, trademark, trade secrets, copyright, or other proprietary right of any other party.
  - ii. Any material that is considered the MWPA's confidential information or intellectual property such as financial information, legal matters, organizational internal strategies, campaign benchmarks, unreleased advertising or promotions, internal processes or methodologies, rumors, or Registrant's personal information.
- e. discuss matters related to the MWPA or its operations on their personal social media.

Representatives shall use their best judgment to respond to controversial or negative content posted by other people on the MWPA-branded social media. In some cases, deletion of the material may be the most prudent action. In other cases, responding publicly may be preferred. If a Representative questions the correct action to take, the Representative shall consult with the Executive Director or the President of the Board of Directors.

Failure to adhere to this Policy may permit discipline in accordance with the *Discipline and Complaints Policy*, legal recourse, or termination of employment/volunteer position.

## Conduct and Behaviour

The following Social Media conduct may be considered minor or major infractions of the Code of Conduct and the *Discipline and Complaints Policy*:

- a. Posting a disrespectful, hateful, harmful, disparaging, insulting, or otherwise negative comment on a social medium that is directed at a Registrant, at the MWPA, or at other individuals connected with the MWPA;
- b. Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, embarrassing, suggestive, provocative, or otherwise offensive, and that is directed at a Registrant, at the MWPA, or at other individuals connected with the MWPA;

- c. Creating or contributing to a Facebook group, webpage, Instagram account, Twitter feed, blog, or online forum devoted solely or in part to promoting negative or disparaging remarks or commentary about the MWPA, or its stakeholders or reputation;
- d. Any instance of cyber-bullying or cyber-harassment against, but not limited to, a teammate, coach, opponent, volunteer, or official, where incidents of cyber-bullying and cyber-harassment can include but are not limited to the following conduct on any social medium, via text-message, or via email: regular insults, negative comments, vexatious behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour.

All conduct and behaviour occurring on Social Media may be subject to the *Discipline and Complaints Policy*.

Removing content from Social Media after it has been posted (either publicly or privately) does not excuse the person from being subject to the *Discipline and Complaints Policy*.

An individual who believes that a Representative or Registrant's Social Media activity is inappropriate or may violate policies and procedures should report the matter to the MWPA in the manner outlined by the *Discipline and Complaints Policy*.

### **Social Media Guidelines for Clubs and Persons in Authority**

Clubs are strongly encouraged to develop their own strategy for Social Media use and ensure that their strategy for Social Media use is acceptable pursuant to the *MWPA Code of Conduct*.

Clubs should consider the following guidelines to inform their own strategy for Persons in Authority and Social Media use:

- a. ensure that parents/guardians of minor athletes are aware if some interactions may take place on Social Media and the context for those interactions, and give parents/guardians the option to prohibit or restrict communication in this space.
- b. Athletes may wish to have easy and quick access to coaches through Social Media– coaches should not impose themselves into an athlete's personal Social Media space.
- c. Ensure all Social Media communication is professional, unambiguous, and on-topic. Do not use emojis and unspecific language that can be interpreted in multiple ways.
- d. Choosing not to engage with Social Media is an acceptable strategy. Be prepared to inform athletes (and/or parents/guardians) why you will not engage in this space and explain which media you will use to communicate with them.
- e. Athletes will search for your Social Media accounts. Be prepared for how you will respond when an athlete attempts to interact with you on Social Media.

- f. Annually review and update the privacy settings on all your Social Media accounts.
- g. Never ask for access to an athlete's private posts on Twitter, Instagram, or Facebook.
- h. Do not send friend requests to athletes. Never pressure athletes to send you a friend request or follow your Social Media accounts.
- i. Be careful not to show favouritism on Social Media.
- j. Consider managing your Social Media so that athletes do not have the option to follow you on Twitter or send you a friend request on Facebook.
- k. Do not identify/tag minor athletes on publicly available Social Media.
- l. Seek permission from adult athletes before identifying them on Social Media.
- m. Do not send snapchats to Athletes.
- n. Never post pictures or videos of minor athletes on your personal Social Media accounts.
- o. Be aware that you may acquire information about an athlete that imposes an obligation of disclosure on your part (such as seeing pictures of underage athletes drinking during a trip).
- p. If selection decisions and other official team business are announced on Social Media, ensure they are also posted on a less-social medium like a website or distributed via email
- q. Never require athletes to join Facebook, join a Facebook group, subscribe to a Twitter feed, or join a Facebook page about your team or organization.
- r. If you create a page on Facebook or Instagram for your team do not make this Social Media site the exclusive location for important information. Duplicate important information in less-social channels (like on a website or via email).
- s. Exercise appropriate discretion when using Social Media for your own personal communications (with friends, colleagues, and other Persons in Authority) with the knowledge that your behaviour may be used as a model by athletes.
- t. Do not associate with Facebook groups, Instagram accounts, or Twitter feeds with explicit sexual conduct or viewpoints that might offend or compromise your relationship with an athlete
- u. Never misrepresent yourself by using a fake name or fake profile.

### **Social Media Guidelines for Athletes**

The following tips should be used by athletes to inform their own strategy for social media use:

- a. Set your privacy settings to restrict who can search for you and what private information other people can see.
- b. Coaches, teammates, officials, or opposing competitors may ask you to be “friends” on Facebook or to follow you on Instagram or Twitter. You are not required to follow anyone or be Facebook friends with anyone.
- c. Avoid adding persons of authority (coaches) to Snapchat and do not send snapchats to persons of authority (coaches).
- d. If you feel harassed by someone in a social medium, report it to your coach, club official, or to the MWPA.
- e. Do not feel pressure to join a fan page on Facebook or follow a Twitter feed or Instagram account.
- f. Content posted on a social medium, relative to your privacy settings, is considered public. In most cases, you do not have a reasonable expectation of privacy for any material that you post
- g. Content posted to a social medium is almost always permanent – consider that other individuals may take screen caps of your content (even snapchats) before you can delete them.
- h. Avoid posting pictures of, or alluding to, participation in illegal activity such as: speeding, physical assault, harassment, drinking alcohol or smoking marijuana (if underage) or using illegal substances.
- i. Model appropriate behaviour in social media befitting your status as
  1. an elite athlete, and
  2. a member of your club and of the MWPA. As a representative of the MWPA, you have agreed to the *Code of Conduct* and must follow that Code when you post material and interact with other people through social media.
- j. Be aware that your public Facebook page, Instagram account, or Twitter feed may be monitored by your club, coach, or by the MWPA and content or behaviour demonstrated in social media may be subject to sanction under the *Discipline and Complaints Policy*.

Complaints and concerns about an athlete’s or a coach’s conduct or behaviour in social media can be addressed under the MWPA *Discipline and Complaints Policy*.

## REFEREE DEVELOPMENT FUND (RDF) POLICY

Type: Governance

Policy Number: 36

Authority: Board of Directors

Date Approved: May 2018

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### 36.1 Rationale:

The Referee Development Fund (RDF) will be funded primarily from a \$5 surcharge on all MWPA membership fees as approved at the Annual General Meeting of the organization.

The RDF shall be used primarily for the development of MWPA referees.

Member groups eligible for Funds:

- Member Clubs
  
- Provincial Team

\* An eligible group is defined as an MWPA member in good standing, has been registered with MWPA into their 2nd year of operation and has 10 or more registered members with MWPA.

\*\* MWPA reserves the right to retain referee development funds on an “as-required” basis.

### 36.2 Guidelines:

- The Executive Director (ED) of MWPA will allocate funds as noted in 24.3.

### 36.3 Procedures:

#### 36.3.1 Allocation of Funds

- Eligible groups will submit a request for funding from the RDF on Club letter head attention MWPA ED.
  - The submission of a RDF request does not guarantee approval.
  - A formal letter from the MWPA office will be sent as a response to each submission (average response time – 2 weeks).
- The ED will determine and decide who is eligible to receive funds based on RDF guidelines, applicant request, letter of support from Member Club and support from MWPA Technical Chair.
- A maximum grant of \$400 will be allowed per Referee per season.

#### 36.3.2 Distribution of Funds

- Expenditures from the RDF require the pre-approval of the Executive Director as noted in 24.3.1
  
- All claims require a submission of a MWPA Expense Claim form and where

required are to be supported with receipts for amount claimed.

- Disbursement of funds may take approximately 4 weeks to process.

### **36.3.3 Expenditure Use Guidelines**

- Permitted expenses from the RDF include (but are not limited to) the following:
  - Travel - Subject to prior approval by the MWPA ED, to subsidize selected referee's costs for attending major national tournaments to gain experience.
  - Travel - Subject to prior approval by the MWPA ED, to subsidize selected referee's costs for attending out of province evaluations at a Provincial | National level
  - Educational material -The cost of purchasing, copying, printing and reproduction of rule books, pamphlets and educational videos.
  - RDF expenses - Operating costs including meeting costs, communication, supplies, printing & postage costs related to RDF activities.





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.
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) Executive Director
16. All cheques under \$10,000 require signatures from two (2) of the following:
  - a) President
  - b) Treasurer
  - c) Executive Director
17. All cheques of \$10,000 or above require signatures from the following:
  - a) President
  - b) Treasurer
18. All cheques payable to any signing authority will not be signed by that signing authority.

### **Electronic Banking**

19. 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 outs transactions receipts must be maintained.

## **Expenses**

20. Requests for purchases require the following:
  - a) All purchases must be approved by the Treasurer or Executive Director
  - b) Purchases over \$5,000 also require the approval of the Organization's Board
21. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by the Organization's Treasurer.
22. 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.
23. 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.

## **Accounts**

24. Accounts receivable terms are net ninety (90) days from the date of invoice.
25. 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**

26. 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.
27. Credit card holders will be responsible for all charges made on credit cards issued in their name.
28. 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
29. 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.
30. Credit cards are not to be used for any personal expenses and may not be used for meal purchases except with prior authorization.
31. 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.

32. Under no circumstances are cash advances to be drawn on Organization credit cards.
33. 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**

34. 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
35. 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).
36. 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.

37. Expenses will be reimbursed in amounts outlined in the following table:

<b>Expense</b>	<b>Rate</b>	<b>Notes</b>
Travel – Personal Vehicle Mileage Rate	\$0.40 per kilometer	
Travel – Air	Lowest economy	Prior approval required
Breakfast within Province	\$10.00	Receipts not required
Lunch within Province	\$14.00	Receipts not required
Dinner within Province	\$21.00	Receipts not required
Full Day within Province	\$45.00	Receipts not required
Breakfast out of Province	\$14.00	Receipts not required
Lunch out of Province	\$18.00	Receipts not required
Dinner out of Province	\$32.00	Receipts not required
Full Day out of Province	\$64.00	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

38. 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**

39. 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.

40. 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

41. 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 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.
42. The Organization will not provide reimbursement for parking tickets, speeding tickets or fines for any other violations.
43. 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**

44. 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**

45. 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, his or her connection to the Organization, and the purpose of the call. Telephone expenses in excess of \$80.00 will not be reimbursed.
46. 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**

47. 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.
48. 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**

49. 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**

50. Lost or missing cheques will not be re-issued until after the next applicable month end reconciliation has taken place.
51. Cheques that need to be replaced due to loss will be assessed a five dollar (\$5.00) administration fee.
52. Lost or missing cheques that have not been claimed by the Organization's year end will not be reissued.

**Equity/Operating Reserve**

53. The target for the minimum operating reserve fund or minimum equity level is 12 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.

## SCREENING POLICY

**Type:** Governance **Policy Number:** 38  
**Authority:** Board of Directors **Date Approved:** Sept 2022  
**Date Revised:**

### **Preamble:**

Manitoba Water Polo Association Inc. (“MWPA”) understands that the screening of coaches and volunteers is a vital part of providing a safe sporting environment. The MWPA is committed to do everything reasonable to provide a safe environment for participants in its programs, activities, and events. The purpose of screening is to identify individuals involved within the MWPA and affiliated Clubs who may pose a risk.

### **Definitions:**

**Criminal Record Check (CRC):** A search of the Canadian Police Information Centre (CPIC) system for adult convictions. Also searched is: local police information, pending charges pursuant to federal legislation, outstanding judicial orders and

**Vulnerable Sector Check (VSC):** A detailed check that includes the above plus also checks for convictions where pardons were granted for sexual offences.

**Child Abuse Registry Check (CARC):** The registry contains names of persons who have been found to have abused a child.

**Participants** – Refers to all categories of individual members and/or registrants defined in the By-laws of the MWPA who are subject to the policies of the MWPA, as well as all people employed by, contracted by, or engaged in activities with the MWPA including, but not limited to, employees, contractors, athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers.

**Vulnerable Participants:** A person under the age of 18 years old and/or a person who because of age, disability or other circumstance, is in a position of dependence on others or is otherwise at greater risk than the general population of being harmed by people in positions of trust or authority.

### **Application of this Policy**

This Policy applies to all Participants whose position with the MWPA is one of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Participants.

Not all individuals associated with the MWPA will be required to obtain a criminal record check or submit screening documents because not all positions pose a risk of harm to the MWPA or to its participants. The MWPA will determine which individuals will be subject to screening using the following guidelines (the MWPA may vary the guidelines at its discretion).

Level 1 – Low Risk - Participants involved in low-risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to Vulnerable Participants.



Examples:

- Parents
- Youth
- volunteers who are assisting on a non-regular or informal basis
- scorekeeping officials
- referees

Level 2 – Medium Risk – Participants involved in medium-risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to Vulnerable Participants.

Examples:

- Non-coach managers
- Directors
- Volunteers who help out on a regular basis

Level 3 – High Risk – Participants involved in high-risk assignments who occupy positions of trust and/or authority, have a supervisory role, direct others, are involved with finances, and who have frequent or unsupervised access to Vulnerable Participants.

Examples:

- Coaches
- Chaperones

## **Screening Committee**

The Board of Directors of the MWPA will establish a Screening Committee of up to three persons who are responsible to implement this policy and carry out its duties in accordance with the terms of this policy.

The Screening Committee will review all documents submitted and make decisions regarding the appropriateness of the applicants. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk management consultants, volunteer screening specialists or any other person.

The Screening Committee may request that the applicant attend for an interview if they believe that an interview is appropriate and necessary to screen the application.

The Screening Committee may request further information from the applicant, subject to the applicant's right to insist that the Screening Committee decide based on the information before it.

The Screening Committee may draw an adverse interest from an applicant's failure to provide information or answer queries.

The Screening Committee may determine that the applicant does not pose a threat to the MWPA or to another individual. In this case, the Screening Committee shall approve the application, subject to the Committee's right to impose conditions.

If an application is denied, a copy of the decision shall be provided to the applicant and to the Board of Directors.

At any time, the Screening Committee may re-open a previously approved applicant's file for additional screening if it is advised of new information that, in the discretion of the MWPA, could affect the assessment of the individual's suitability for participation in the programs or activities of the MWPA, or the individual's interactions with other individuals involved with the MWPA.

If the MWPA learns that an applicant has provided false, inaccurate, or misleading information, the applicant will immediately be removed from their position and may be subject to further discipline in accordance with the Discipline Policy.

### **Opportunity to re-apply**

An individual who has been denied or revoked may re-apply after two (2) years from the date of the rejected application.

### **Screening Requirements**

All Level 1 individuals will:

- a. Complete a screening questionnaire in RAMP;
- b. Participate in training, orientation, and monitoring as determined by the MWPA.

All Level 2 individuals will:

- a. Complete a screening questionnaire in RAMP;
- b. Complete and provide a CRC with VSC every two years;
- c. In the alternating year, a written declaration that the individual has not been charged or convicted of an offence since their last screen is required;
- d. Participate in any training, orientation, and monitoring as determined by the MWPA;

All Level 3 individuals will:

- a. Complete a screening questionnaire in RAMP;
- b. Provide a CRC with VSC every two years;
- c. In the alternating year, a written declaration that the individual has not been charged or convicted of an offence since their last screen is required.
- d. Provide a CARC every year;
- e. Participate in any training, orientation, and monitoring as determined by the MWPA;
- f. reference letters may be required.

### **Change in Circumstances**

If an applicant has any change in circumstance that would alter their original declaration or screen, such as being charged, convicted, or found guilty of an offence, the individual must

report the circumstance immediately to the MWPA. Failure to do so could result in suspension or termination.

### **Providing False Information**

If the MWPA learns that an applicant has provided false, inaccurate, or misleading information, the individual will immediately be removed from their position and may be subject to further discipline in accordance with the MWPA Code of Conduct Policy 32(8)(g).

### **Failure to Provide Information**

An adverse inference will be drawn for any applicant who refuses or fails to provide the necessary screening documents.

An applicant who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the position sought. The individual will be informed that their application and/or position will not proceed until such time as the screening documents are submitted.

### **Individuals under 18 years, who would otherwise fall under Level 2 or 3**

Individuals who are under the age of 18 but in a position of trust or authority may be required to provide up to two letters of reference. If the MWPA has reason to suspect that the young person has an adult conviction, then the MWPA may ask that the young person obtain a VSC or CRC. In these circumstances, it must be clearly communicated that the MWPA is not seeking the young person's *youth record*.

### **Procedure**

Screening documents must be submitted to the MWPA office, attention: MWPA Executive Director.

If a CRC reveals previous criminal activity, the applicant may appeal to the Screening Committee for a determination of whether they will be allowed to participate and in what capacity. Considerations will include relevance of the record to the position, efforts at rehabilitation, and when the infraction took place.

The Screening Committee may determine that incidents revealed on an applicant's screening documents may allow the applicant to pass the screening process and participate in a desired position with *conditions* imposed. The Screening Committee may apply and remove conditions at its discretion and will determine the means by which adherence to conditions may be monitored.

### **Presumptive Permanent Ineligibility**

The following offences carry a presumptive sanction of permanent ineligibility:

1. Any offense involving trafficking of controlled substances.
2. Any offense involving a minor.

3. Any offence of assault, physical or psychological violence.
4. Any offence involving the possession, distribution, or sale of any child-related pornography.
5. Any sexual offence.

**If a VSC or CARC reveals an incident, the person will not be allowed to participate in any position. This is not appealable.**

### **Yearly Reporting by Clubs**

For a Club to be a member of the MWPA, or renew their club membership each year, the club must provide proof two weeks before the start of the season that all coaches are registered in RAMP and that those who are 18 years and older have completed Level 3 screening.

For certainty, the Club will not be permitted to start the season without this information being provided to the MWPA.

A new coach who joins after the start of the season must be screened (and confirmed with MWPA) before starting.

### **Volunteers and Chaperones Travelling with Club Teams**

The Club must submit to the MWPA proof of Level 3 screening for individuals or chaperones travelling with the team for the purposes of supervision one month before departure.

### **Record Keeping**

All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, or for use in legal, quasi-legal, or disciplinary proceedings.

**Screening Form (to be available on RAMP)**

**LEGAL NAME (including middle names):**

**CURRENT PERMANENT ADDRESS:**

**DATE OF BIRTH:**

**GENDER IDENTITY:**

**EMAIL:**

**CELL PHONE:**

**OTHER PHONE:**

I agree to adhere to the MWPA's policies and procedures, including but not limited to the *Code of Conduct* and *Screening Policy*. The MWPA's policies are located at the following link:  
<https://www.manitobawaterpolo.com> **Yes/no**

I recognize that I must pass certain screening requirements depending on the position sought, as outlined in the *Screening Policy*, and that the Screening Committee will determine my eligibility to volunteer or work in the position. **Yes/no**

I am in the process of applying for, or have already completed, a Criminal Record Check, Vulnerable Sector check and Child Abuse Registry Check, if required for the position sought.  
**yes/no/not required**

I have previously been disciplined or sanctioned by a sport governing body or dismissed from a coaching or volunteer position. **Yes/no**

There are criminal charges or any other sanctions, including those from a sport body, currently pending against me. **Yes/no**

If I pass the screening process, I will immediately inform the MWPA of any changes in circumstances that would alter my original screening results. Failure to do so may result in the withdrawal of volunteer responsibilities or other privileges and/or disciplinary action.  
**Yes/no**

I consent and authorize the MWPA to collect, use and disclose my personal information as well as my CRC, VRC and CARC for the purposes of the *Screening Policy*. **Yes/no**

I certify that my answers are accurate, correct, and truthful. I acknowledge that if I submit untruthful, inaccurate, or misleading answers, then I am subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee. **Yes/no**

### Screening Renewal Form

**NAME:**

\_\_\_\_\_ First  
Middle Last

**CURRENT PERMANENT ADDRESS:**

\_\_\_\_\_ Street City Province Postal Code

**DATE OF BIRTH:** \_\_\_\_\_

**GENDER IDENTITY:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the MWPA. I further certify that there are no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders, or applicable non-conviction information, and there have been no absolute and conditional discharges.

I agree that any Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I would obtain or submit on the date indicated below would be no different than the last Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I submitted to the MWPA. I understand that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the MWPA's Screening Committee instead of this form.

**I recognize that if there have been changes to the results available from the Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that if I submit this form improperly, then I am subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.**

**NAME (print):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

## **Whistleblower Policy**

**Type: Governance**

**Policy Number: 39**

**Authority: Board of Directors**

**Date Approved: April 2023**

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**39.1 Rationale:**  
WPC Whistleblower Policy adopted in April 2023.

**39.2 Guidelines:**

**39.3 Procedures:**

## Safesport Policy

Type: Governance

Policy Number: 40

Authority: Board of Directors

Date Approved: April 2023

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### “Organization” refers to: Manitoba Water Polo Association

#### Definitions

1. Terms in this Policy are defined as follows:

- a. *“Athlete”* – An individual who is an Athlete Participant in the Organization
- b. *“Maltreatment”* – As defined in the *Code of Conduct and Ethics*
- c. *“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
- d. *“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)

#### Purpose

2. This Policy describes how the Organization aims to provide a safe sport environment.

#### Commitment to a Sport Environment Free from Maltreatment

3. The Organization make the following commitments to a sport environment free from Maltreatment:
- a. All Participants in sport can expect to play, practice and compete, work, and interact in an environment free from Maltreatment.
  - b. Addressing the causes and consequences of Maltreatment is a collective responsibility and requires the deliberate efforts of all Participants, sport stakeholders, sport club administrators and organization leaders.
  - c. Participants in positions of trust and authority have the general responsibility to protect the health and well-being of all other Participants.
  - d. Adult Participants have a specific ethical and statutory duty and the additional responsibility to respond to incidents of Maltreatment involving Minors and other Vulnerable Participants.



- e. All Participants recognize that Maltreatment can occur regardless of age, sex, sexual orientation, gender identity or expression, race, ethnicity, Indigenous status, or level of physical and intellectual disability and their intersections. Moreover, it is recognized that those from traditionally marginalized groups have increased vulnerability to experiences of Maltreatment.
- f. All Participants recognize that individuals who have experienced Maltreatment may experience a range of effects that may emerge at different time points and that can profoundly affect their lives.
- g. All adults working with children and youth have a duty to prevent or mitigate opportunities for misconduct.
- h. In recognition of the historic vulnerability to discrimination and violence amongst some groups, and that continues to persist today, Participants in positions of trust and authority have a duty to incorporate strategies to recognize systemic bias, unconscious bias, and to respond quickly and effectively to discriminatory practices

### **Conduct Standards**

4. The Organization has adopted a *Code of Conduct and Ethics* that describes standards of conduct and behaviour for all Participants. General standards of conduct apply to all Participants and specific standards are described for positions within the organization. The *Code of Conduct and Ethics* will have specific stakeholder sections, including but not limited, to:
  - Athletes
  - Coaches
  - Officials
  - Volunteers
  - Directors and Committee Members
  - Parents and Spectators
5. The safe sport policies will contain detailed definitions of key terms, including:
  - a. Maltreatment
  - b. Harassment
  - c. Discrimination
  - d. Workplace Harassment
  - e. Workplace Violence

### *Social Media*

6. The Organization has adopted a *Social Media Policy* that describes standards of conduct that are expected on social media by Participants. The *Social Media Policy* indicates specific

conduct standards and risks that are common and/or exclusive to social media.

7. The *Social Media Policy* highlights the importance of responsible coach-athlete interaction on social media and provides examples of violations of conduct standards.

## **Athlete Protection**

### *Screening*

8. The Organization will adopt a comprehensive *Screening Policy* that requires some Participants to pass a screening process before being permitted to interact with athletes. The *Screening Policy* will:
  - a. Categorize positions in the organization as ‘Low Risk’, ‘Medium Risk’, and ‘High Risk’ and require progressive screening measures for individuals serving in each category of risk
  - b. Describe how frequently some Participants must obtain a criminal record check and which type of check(s) they must obtain
  - c. Describe how frequently some Participants must submit Screening Disclosure Forms and Screening Renewal Forms
  - d. Empower a Screening Committee to prohibit Participants who do not pass screening from participating in certain positions
  - e. Empower a Screening Committee to attach conditions to a Participant’s participation in certain positions
9. The Organization has developed *Athlete Protection Guidelines* that can be used by coaches, managers, medical personnel, and other Persons in Authority. The Organization may provide training on the policy and take steps to ensure the policy is being implemented. The Organization will conduct a regular review of the policy to add and/or modify new content as appropriate.

### *Resources*

10. The Organization will regularly provide information to Participants about resources and training related to athlete protection. Resources and training opportunities can include:
  - a. [NCCP modules](#)
  - b. [Respect in Sport](#)
  - c. [Commit to Kids](#)
  - d. [Red Cross – Respect Education Courses](#)
  - e. [CAC Safe Sport Training](#)

## **Dispute Resolution**

11. The Organization will have a comprehensive suite of dispute resolution policies that will include:
  - a. *Discipline and Complaints Policy*
  - b. *Appeal Policy*

- c. *Dispute Resolution Policy*
- d. *Whistleblower Policy*

12. Taken together, the suite of dispute resolution policies will include the following features:
- a. An independent individual to whom complaints can be submitted
  - b. Sanctions for violations of conduct standards
  - c. Mechanism for suspension of individuals pending the conclusion of the process
  - d. Non-biased and experienced case managers, decision-makers and/or investigators
  - e. Protection from reprisal for submitting complaints
  - f. Anonymity for the complainant in cases of whistleblowers, to the maximum extent possible
  - g. Independence of appeal procedures, when appeals are permitted
  - h. Opportunity for alternative dispute resolution
  - i. Investigations of complaints as circumstances merit

#### *Records*

13. The Organization will retain records of decisions that have been made pursuant to the organization's policies. These records may be shared with other individuals or organizations, including but not limited to, national sport organizations, provincial/territorial sport organizations, multi-sport organizations, and government entities.

#### **Governance and Operations**

14. The Organization will have a comprehensive plan in which athlete protection and safe sport are top priorities for the organization.
15. The Organization has adopted a *Risk Management Policy* that describes how the organization will address risks ranging from 'Unlikely' to 'Almost Certain' and from 'Minor' to 'Catastrophic'. The Organization will contemplate risk management strategies that retain, reduce, transfer, and/or avoid the risk. Risks can occur in the following areas:
- a. Operational/Program
  - b. Compliance
  - c. Communication
  - d. External
  - e. Governance
  - f. Financial
  - g. Health and Safety

16. The Organization will pursue a governance structure and organizational culture that reflects the diversity of the athletes and stakeholders within the sport, that adheres to all applicable federal and/or provincial/territorial legislation, and that moves toward a national alignment strategy for the sport in Canada.
17. The Organization will continually monitor and evaluate its policies, practices, and procedures.

## Athlete Protection Guidelines

Type: Governance

Policy Number: 41

Authority: Board of Directors

Date Approved: April 2023

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**“Organization” refers to: Manitoba Water Polo Association.**

### Definitions

1. Terms in this Policy are defined as follows:

- a. *“Athlete”* – An individual who is an Athlete Participant in the Organization
- b. *“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
- c. *“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
- d. *“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)

### Purpose

2. These *Athlete Protection Guidelines* describe how Persons in Authority shall maintain a safe sport environment for all Athletes.

### Interactions between Persons in Authority and Athletes – the ‘Rule of Two’

3. The Organization requires that the ‘Rule of Two’ be followed for all Persons in Authority who interact with Athletes, to the maximum extent feasible. The ‘Rule of Two’ is a directive that says that an Athlete must never be alone one-on-one with an unrelated Person in Authority.
4. The Organization recognizes that fully implementing the ‘Rule of Two’ may not always be possible in some instances. Consequently, at a minimum, interactions between Persons in Authority and Athletes must respect the following:
  - a. To the maximum extent possible, the training environment should be visible and accessible so that all interactions between Persons in Authority and Athletes are observable.

- b. Private and one-on-one situations that are not observable by another adult or Athlete should be avoided to the maximum extent possible.
- c. A Vulnerable Participant may not be alone under the supervision of a Person in Authority unless prior written permission is obtained from the Vulnerable Participant's parent or guardian.
- d. Persons in Authority may not invite or host Vulnerable Participants in their home without the written permission from parents or guardians or without parents or guardians having contemporaneous knowledge of the visit.

### **Practices and Competitions**

- 5. For practices and competitions, the Organization recommends:
  - a. A Person in Authority should never be alone with a Vulnerable Participant prior to or following a competition or practice unless the Person in Authority is the Vulnerable Participant's parent or guardian
  - b. If the Vulnerable Participant is the first Athlete to arrive, the Athlete's parent should remain until another Athlete or Person in Authority arrives
  - c. If a Vulnerable Participant would potentially be alone with a Person in Authority following a competition or practice, the Person in Authority should ask another Person in Authority (or a parent or guardian of another Athlete) to stay until all of the Athletes have been picked up. If an adult is unavailable, another Athlete, who is preferably not a Vulnerable Participant, should be present in order to avoid the Person in Authority being alone with a Vulnerable Participant
  - d. Persons in Authority giving instructions, demonstrating skills, or facilitating drills or lessons to an individual Athlete should always do so within earshot and eyesight of another Person in Authority
  - e. Persons in Authority and Athletes should take steps to achieve transparency and accountability in their interactions. For example, a Person in Authority and an Athlete who know they will be away from other Participants for a lengthy period of time must inform another Person in Authority where they are going and when they are expected to return. Persons in Authority should always be reachable by phone or text message

### **Communications**

- 6. For communication between Persons in Authority and Athletes, the Organization recommends:
  - a. Persons in Authority may only send texts, direct messages on social media or emails to individual Athletes when necessary and only for communicating information related to team issues and activities (e.g., non-personal information). Any such texts, messages or emails shall be professional in tone
  - b. Electronic communication between Persons in Authority and Athletes that is personal in nature should be avoided. If such personal communication is unavoidable, it must be recorded and available for review by another Person in Authority and/or by the Athlete's parent/guardian (when the Athlete is a Vulnerable Participant)

- c. Parents/guardians may request that their child not be contacted by a Person in Authority using any form of electronic communication and/or may request that certain information about their child not be distributed in any form of electronic communication
- d. All communication between a Person in Authority and Athletes must be between the hours of 6:00am and midnight unless extenuating circumstances justify otherwise
- e. Communication concerning drugs or alcohol use (unless regarding its prohibition) is not permitted
- f. No sexually explicit language or imagery or sexually oriented conversation may be communicated in any medium
- g. Persons in Authority are not permitted to ask Athletes to keep a secret for them

### **Travel**

- 7. For travel involving Persons in Authority and Athletes, the Organization recommends:
  - a. Teams or groups of Athlete shall always have at least two Persons in Authority with them
  - b. For mixed gender teams or groups of Athletes, there should be one Person in Authority from each gender
  - c. If two Persons in Authority cannot be present, reasonable efforts should be made to supplement supervision with screened parents or other volunteers
  - d. To the maximum extent possible, no Person in Authority may drive a vehicle alone with an Athlete unless the Person in Authority is the Athlete's parent or guardian
  - e. A Person in Authority may not share a hotel room or be alone with an Athlete unless the Person in Authority is the Athlete's parent/guardian or spouse
  - f. Room or bed checks during overnight stays must be done by two Persons in Authority
  - g. For overnight travel when Athletes must share a hotel room, roommates must be age-appropriate (e.g., within approximately two years of age of one another) and of the same gender identity

### **Locker Rooms / Changing Areas**

- 8. For locker rooms, changing areas and other closed meeting spaces, the Organization recommends:
  - a. Interactions between Persons in Authority and Athletes should not occur in any area where there is a reasonable expectation of privacy such as a locker room, washroom or changing area. A second adult should be present for any necessary interaction between an adult and an Athlete in any such area
  - b. If Persons in Authority are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required, for reasons including but not limited to team communications and/or emergencies

### **Photography / Video**

9. For all photography and video of an Athlete, the Organization recommends:
  - a. Photographs and video should only be taken in public view. Content must observe generally accepted standards of decency, and be both appropriate for and in the best interest of the Athlete
  - b. The use of recording devices in areas where there is a reasonable expectation of privacy is strictly prohibited
  - c. Examples of photos that shall be edited or deleted include:
    - i. Images with misplaced apparel or where undergarments are showing
    - ii. Suggestive or provocative poses
    - iii. Embarrassing images
  - d. If any content featuring an Athlete will be used on any form of public media, an Image Consent Form (**Appendix A**) must be completed before the content is record

### **Physical Contact**

10. Some physical contact between Persons in Authority and Athletes may be necessary for various reasons including, but not limited to, teaching a skill or tending to an injury. For physical contact, the Organization recommends:
  - a. A Person in Authority must always request permission to make physical contact from the Athlete in advance and clearly explain where and why the physical contact will occur. The Person in Authority must make clear that they are requesting to touch the Athlete and not requiring physical contact
  - b. Infrequent, incidental physical contact during a training session is not considered a violation of policy
  - c. Non-essential physical contact may not be initiated by the Person of Authority. It is recognized that some Athletes may initiate non-essential physical contact such as hugging or other physical contact with a Person in Authority for various reasons (e.g., such as celebrating or crying after a poor performance). This physical contact should always occur in an open and observable environment.



**Appendix A – Photo and Video Consent Form**

Name of Participant (print): \_\_\_\_\_

Name of Parent/Guardian (print): \_\_\_\_\_  
(when the Participant is younger than 18 years old)

Date: \_\_\_\_\_

1. I, being the Participant or the parent or legal guardian of the minor Participant, hereby grant to the Organization the permission to photograph and/or record the Participant’s image and/or voice in pictures or videos (collectively the “Images”), and to use the Images to promote the sport and/or the Organization through traditional media such as newsletters, websites, television, film, radio, print and/or display form, and through social media such as Instagram, Facebook, YouTube, and Twitter. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes. This consent will remain in effect in perpetuity.
  
2. I, being the Participant or the parent or legal guardian of the minor Participant, hereby fully release, discharge, and agree to save harmless the Organization, from any and all claims, demands, actions, damages, losses or costs that might arise out of the collection, use or disclosure of the Images or taking, publication, distortion of the Images, negatives, and masters or any other likeness or representation of the Participant that may occur or be produced in the taking of said Images or in any subsequent processing thereof, including without limitation any claims for libel, passing off, misappropriation of personality, or invasion of privacy.
  
3. I, being the Participant or the parent or legal guardian of the minor Participant, **UNDERSTAND AND AGREE**, that I have read and understood the terms and conditions of this document. On behalf of myself, my heirs and assigns, I agree that I am signing this document voluntarily and to abide by such terms and conditions.

Signature of Participant: \_\_\_\_\_

**OR**, if the Participant is younger than the age of majority

Signature of Parent/Guardian: \_\_\_\_\_

## **Club Membership**

**Type: Governance**

**Policy Number: 42**

**Authority: Board of Directors**

**Date Approved: Sept 2023**

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### **Purpose and Application**

1. The purpose of this policy is to describe the minimum requirements needed to apply or renew membership as a Club and the associated rights, benefits and rules governing membership with Manitoba Water Polo Association Inc. (“MWPA”).
2. This policy applies to all Clubs as defined in the MWPA Bylaws and those water polo organizations applying for membership as a Club in the MWPA.

### **Application for Club membership (New Clubs)**

3. Every new organization wishing to be admitted as a Club with the MWPA must:
  - a. make an application for membership in accordance with the New Club Application Form.
  - b. meet the definition for a Club as defined within the MWPA By-Laws.
  - c. meet the minimum requirements described within this policy and the MWPA Bylaws.
  - d. pay the fees as prescribed by the MWPA.

### **Renewal of Club membership**

4. A Club’s membership will be renewed when:
  - a. It has met all of the requirements set out under Section 5.
  - b. It has paid all required fees.
  - c. It is in good standing at the time of renewal.
  - d. It has met the definition listed in the MWPA By-Laws.
  - e. A Club Renewal Declaration Form is signed and submitted to the MWPA office.

## Minimum Requirements

5. Clubs must comply with the following minimum requirements to maintain membership in good standing with MWPA:
  - a. General Membership Requirements
    - i. appoint two (2) individuals as primary contacts for receiving and sending communication with MWPA annually;
    - ii. Maintain and share updated club contact information for directors and coaches with MWPA;
    - iii. Comply with designated club status as declared and approved by the MWPA.
    - iv. Minutes of Annual General Meeting
    - v. Provide proof of compliance with Screening Policy.
    - vi. A copy of a financial statement or budget.
    - vii. Provide all required information and documentation as requested or required by the MWPA.

### Minimum requirements for Clubs:

Community Club	High Performance Club
<p>All coaches must have, at a minimum:</p> <ul style="list-style-type: none"> <li>• MWPA/WPC membership – provincial</li> <li>• NCCP accreditation of WPC Community Sport</li> <li>• Sport Manitoba Respect in Sport (RIS)</li> <li>• NCCP Making Ethical Decisions</li> <li>• NCCP Making Head Way in Sport</li> <li>• NCCP Safe Sport</li> <li>• Plus, for those age 18 and up: Criminal Record Check, including a Vulnerable Sector Check and Child Abuse Registry Check.</li> </ul>	<p>All coaches for competitive teams who travel to out-of-province events*, must have, at a minimum:</p> <ul style="list-style-type: none"> <li>• MWPA/WPC membership – competitive</li> <li>• NCCP accreditation of WPC Competition introduction Certified</li> <li>• Professional Development (PD) maintenance – 16 PD points required every 4 years</li> <li>• Sport Manitoba Respect in Sport (RIS)</li> <li>• NCCP Making Ethical Decisions</li> <li>• NCCP Making Head Way in Sport</li> <li>• NCCP Safe Sport</li> <li>• Plus, for those age 18 and up: Criminal Record Check, including a Vulnerable Sector Check and Child Abuse Registry Check.</li> </ul> <p>*Some competitions have their own minimum requirements which may exceed those required by the MWPA.</p>

Provide a copy of a <b>Yearly Training Program</b> that implements individual athlete and team training in accordance with the LTAD framework established by Water Polo Canada.	Provide a copy of a <b>Yearly Training Program</b> that implements individual athlete and team training in accordance with the LTAD framework as established by Water Polo Canada.
Competitions include local festivals, Winter League, Provincials, WP4's, suitable invitational tournaments and Opens.  Participation in NCL and/or equivalent is <b>NOT allowed.</b>	Competition includes NCL and /or equivalent, select invitational tournaments and various Opens that require PSO Approval.
	In addition to basic dryland, other training supports would include and not be limited to weight training, cross training and a nutritionist

b. Registration of Registrants

- i. Clubs must register all athletes, coaches, officials (referees and minor officials), volunteers and board members in accordance with the WPC registration policy and the MWPA registration process.
- ii. Athletes registered with a Club in Manitoba:
  1. Will be permitted to be placed on a roster for their primary Club and allowed to participate in sanctioned activities within the Club's status.
  2. Will be permitted to be placed on a roster for a secondary Manitoba Club where they receive permission from their primary Manitoba Club for the purpose of creating a team for a sanctioned event.
  3. May be permitted to register for a team outside of Manitoba (must apply under the Athlete Transfer Policy)
  4. Will NOT be permitted to participate in any sanctioned events if they are registered for a Club that is not a member in good standing with MWPA or WPC.
- iii. Athletes may try out water polo for a limited trial of up to fourteen (14) consecutive days from the first day of participation in any water polo activity; however to be covered by insurance:
  1. Athlete must not have previously registered for a limited trial with any Club in Canada.
  2. Clubs must submit the required form (<https://waterpolo.ca/content/insurance>) to WPC, with a copy to MWPA within seven (7) days of the completion of the trial period.

3. After the trial period is complete, Registrants must register in the WPC National Registration Database in order to receive continued coverage.

c. Compliance with MWPA Bylaws and Policies

- i. Annually, Clubs must agree to adhere to all MWPA governing documents, policies and procedures and relevant WPC policies and procedures.
- ii. MWPA reserves the right, in its sole discretion, to waive or modify any or all of the above requirements, or to amend them, if it deems that doing so is in the best interests of MWPA and its members.
- iii. Notice of any amendments or modifications will be provided to the Clubs as soon as practicable.

d. MWPA Discipline and Complaints Policy

- i. All Clubs must formally adopt into their own governance documents the MWPA Discipline and Complaints Policy. They are responsible for understanding and following the policy when disciplinary situations arise between their own registrants.
- ii. If Registrants from different Clubs registered with the MWPA are involved in a situation, a report will be made to the MWPA and managed by the MWPA.
- iii. Annually, Clubs must agree to cooperate fully with MWPA in matters of investigations, complaints, discipline, appeals and other issues as determined by MWPA.

e. Club Policies

- i. A Club's policy manual shall include, but is not limited to, the following policies:
  1. Code of Conduct and Ethics
  2. Appeal Policy
  3. Confidentiality Policy
  4. Conflict of Interest Policy
  5. Privacy Policy
  6. Screening Policy
  7. Safe Sport
  8. Travel Policy
- ii. Policy manuals shall be submitted annually to MWPA.
- iii. In the event that Club policies conflict or contradict MWPA Bylaws or Policies, MWPA Bylaws and Policies will take precedence.

- iv. Permission is granted to Club Members to adopt current published MWPA Policies as their own. If so, policies shall be adopted as is, no changes are permitted without prior written consent from MWPA.
  
- f. Corporate Status
  - i. Clubs that are incorporated must provide MWPA with a copy of:
    - 1. Bylaws and any amendments to the Bylaws
    - 2. Annual Return of the current year and proof that has been filed with the Companies Office
    - 3. Financial statements prepared in accordance with applicable legislation
    - 4. Minutes of most recent AGM

### **Good Standing**

- 6. A Club of the MWPA will be in good standing provided that the Club:
  - a. Has not ceased to be a Member;
  - b. Has not been suspended or expelled from membership, or had other membership restrictions or sanctions imposed;
  - c. Has completed and remitted all documents as required by the MWPA;
  - d. Has complied with the Bylaws, policies and procedures of the MWPA;
  - e. Is not subject to a disciplinary investigation or action by the MWPA, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the MWPA; and
  - f. Has paid all required membership dues.
  
- 7. Clubs who cease to be in good standing may have privileges suspended until such time as the MWPA is satisfied that the Club has met the definition of good standing as set out above.
  - a. This includes all insurance privileges and benefits provided by WPC.

### **Rights and Benefits of Membership**

- 8. The following are benefits for Club in good standing:
  - a. voting rights at the AGM in accordance with MWPA Bylaws;
  - b. access to the National database;

- c. participation in sanctioned events for Registrants in good standing;
- d. administrative, technical and educational resources of MWPA; and
- e. insurance

### **Insurance**

- 9. One of the benefits of being a member of MWPA is the insurance that is provided by Water Polo Canada to all member organizations. The insurance is available to assist in covering the costs of accidents or injuries that may occur during WPC sanctioned events in Canada. Events include, but are not limited to, games, practices, travel to and from, and National Leagues and Championships.
- 10. All individuals associated with the event must be registered, including all players, coaches, chaperones, team managers, minor officials, referees, club board members etc.
- 11. Participation of uninsured individuals effectively voids the insurance for the event.
- 12. It is the responsibility of the Club to inform their participants of these benefits and resources of information.

### **Waiver of Requirements**

- 13. MWPA reserves the right to waive any condition or obligation described within this Policy at their sole discretion and such waiver does not preclude future imposition of such.
- 14. Insurance requirements will not be waived.

### **Membership Year and Dues**

- 15. Unless otherwise determined by the Board of Directors, the membership year of the MWPA will be September 1 to August 31st.
- 16. Membership automatically terminates on August 31st of each year for all Clubs. Clubs must re-apply for membership on an annual basis.
- 17. Membership fees for all Clubs and their Registrants will be determined by WPC and MWPA annually and are non-refundable.

### **Withdrawal and Termination of Membership**

- 18. Any Club that wishes to withdraw from MWPA membership must give notice in writing to the MWPA office.

19. Any Club may be sanctioned, suspended or expelled from MWPA in accordance with the MWPA Bylaws, policies and procedures related to the discipline of Members.
20. Failure to pay membership fees or any other fees, fines owed to the MWPA may result in suspension of the Club, loss of rights and benefits of membership and being deemed a member not in good standing. All outstanding fees and monies owed to the MWPA from previous membership years must be paid prior to membership renewal.
21. The Club may not resign from the MWPA when that Club is subject to disciplinary investigation or action.

#### **Application of this Policy**

22. In the event that this Policy conflicts or contradicts the Bylaws of the MWPA, the Bylaws shall take precedence.



## New Club Application Form

Deadline to submit August 1<sup>st</sup> for the upcoming season.

One of the primary purposes of the application form to start a new club is to ensure the safety of our current Club and athlete membership, continue to have a positive and strong image of our sport in this province as we grow and that we as a sport comply with our provincial governance guidelines.

<b>CLUB NAME</b>		
<b>ADDRESS</b>	<b>CITY</b>	<b>POSTAL CODE</b>
<b>WEBSITE</b>		
<b>PRESIDENT</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>VICE PRESIDENT</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>HEAD COACH</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CLUB REGISTRAR</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CLUB TREASURER</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CLUB CONTACT PERSON #1</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CLUB CONTACT PERSON #2</b>	<b>EMAIL</b>	<b>PHONE</b>

Checklist for application to be a new Club:

- A copy of the Club's constitution, bylaws and policies
- A copy of the Club's financial statement or budget showing a plan on how pool rental, club and athlete registration, tournament fees, etc will be paid
- Proof that all coaches have been screened according to the Screening Policy
- confirmation from the facility that you have secured pool time
- A document outlining:
  - what age group and programs you are offering
  - the objectives of the club
  - why you feel there is a need for a new club in your area
- A copy of the Certificate of Incorporation or copies of the paperwork submitted to the Companies Office (to be submitted to MWPA once received) - if applicable

- Application fee: \$100.00

Submissions are to be sent to: [manitobawaterpolo01@gmail.com](mailto:manitobawaterpolo01@gmail.com)

OFFICE USE ONLY		
Received by:		Date:
Completed Additional Documentation provided	YES      NO	Date:
Approved by Board of Directors	YES      NO	Date:
Communication to club applying		Date:

### Club Renewal Declaration Form

For the period of September 1, 2023- August 31st, 2024

<b>CLUB NAME</b>		
<b>ADDRESS</b>	<b>CITY</b>	<b>POSTAL CODE</b>
<b>WEBSITE</b>		
<b>AGM Date</b>	<b>Fiscal Year</b>	
<b>PRESIDENT</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>VICE PRESIDENT</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>HEAD COACH</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CLUB REGISTRAR</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CLUB TREASURER</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CLUB CONTACT PERSON #1</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CLUB CONTACT PERSON #2</b>	<b>EMAIL</b>	<b>PHONE</b>

Checklist for application (documents to be enclosed):

- Confirmation ALL coaches have been registered and screened in accordance with the Screening Policy
- A copy of any amendments to the Club's constitution, bylaws and policies
- A copy of the Club's financial statement
- Annual fee

## Declaration Form

We hereby declare that the representatives of \_\_\_\_\_ [name of Club] have read, understood and agree to abide by the following requirements listed below in order to be declared a Member in Good Standing of the Manitoba Water Polo Association for the 2023/2024 season:

- iv. comply with MWPA Bylaws, policies and guidelines.
  
- v. ensure that all athletes, coaches, officials, volunteers **MUST** be registered in the officially recognized database system and have signed the WPC Consent Form **PRIOR** to participating in **ANY** water polo activity. There is no exception.
  
- vi. Confirmation that all the Club Registrants will use the RAMP database which requires 18+ or their guardian to acknowledge the various MWPA policies for all participants (athletes, coaches, volunteers, officials) as part of their participant registration package

Club President: Signature: \_\_\_\_\_

Club Vice-President: Signature: \_\_\_\_\_

Club Registrar: Signature: \_\_\_\_\_

Club Treasurer: Signature: \_\_\_\_\_

Club Secretary: Signature: \_\_\_\_\_

[add other Board Members if applicable]

Club Head Coach: Signature: \_\_\_\_\_

Club Assistant Coach: Signature: \_\_\_\_\_

Club Assistant Coach: Signature: \_\_\_\_\_

[add other Coaches if applicable\*]

Date:

\*\*All coaches who will be a part of any training must sign this document.

## Human Resources

Type: Governance

Policy Number: 43

Authority: Board of Directors

Date Approved: April 2024

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## Human Resources Policy

### Definitions

1. The following terms have these meanings in this Policy:
  - a. “*Employees*” – Individuals employed by the MWPA on a full-time, part-time, or term basis.
  - b. “*Full-Time Employees*” – Employees who work a minimum twenty (20) hour work week, receive an annual salary, health benefits, and vacation, as defined in their *Employment Agreement*.
  - c. “*Part-Time Employees*” – Employees who work less than a twenty (20) hour work week, who received an annual salary, health benefits, and vacation benefits as defined in their *Employment Agreement*.
  - d. “*Term Employees*” – Employees who are hired for a specific term, to complete specific tasks, who are employed temporarily (i.e., paid by the hour, day, or week), receive four-to-six percent (4%-6%) vacation pay and leave benefits, but do not receive health benefits as defined in their *Employment Agreement*.

### Purpose

2. The MWPA employs staff, as necessary, to manage the daily tasks required of a not-for-profit sport organization. The MWPA’s Employees must sign and adhere to individual *Employment Agreements*.
3. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and *The Employment Standards Code* (Manitoba), (the “Code”), will govern the terms and conditions of employment with the MWPA.

### Legal Requirements

4. The MWPA is subject to the statutory requirements of the Code and therefore will comply with its requirements in dealings with Employees.
5. If there is any discrepancy between this Policy and the minimum requirements of the Code, then the minimum requirements of the Code will take precedence over this Policy.

## **Application of this Policy**

6. This Policy applies to Full-Time Employees, Part-Time Employees, and Term Employees. Employees do not include Directors of the MWPA, interns, officials, volunteers, or volunteer coaches.
7. This Policy also does not apply to casual or temporary employment situations, including but not limited to: independent contractors, private consultants, summer students, or interns/co-op placement students. These individuals are not considered Employees. In all instances where these individuals are contracted by the MWPA, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

## **Employer-Employee Relationship**

8. The MWPA recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, the MWPA provides its Employees with:
  - a. Meaningful work which provides opportunities for professional development and personal achievement.
  - b. A safe, healthy, and rewarding work environment.
  - c. An organizational culture that reinforces shared values and high professional standards and encourages participation and teamwork.
  - d. An evaluation system based on MWPA values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations.
  - e. An evaluation system that provides positive and constructive feedback on performance.
9. The MWPA expects its Employees to:
  - a. Apply and adhere to the MWPA's policies and MWPA values.
  - b. Use their best efforts to advance the interests of the MWPA.
  - c. Perform their duties to the best of their abilities.
  - d. Seek a high level of performance results.
  - e. Act professionally in the discharge of their employment responsibilities.
  - f. Provide open and direct communication.
  - g. Ensure the integrity of their personal conduct.

## **Employee Screening**

10. All Employees are subject to the MWPA Screening Policy.

## **Employment Agreement**

11. Employees will enter into an *Employment Agreement* with the MWPA.
12. If the Employee continues to be employed by the MWPA after the expiration of their *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until an acceptable *Employment Agreement* has been signed by both the Employee and the MWPA.
13. Where there is any inconsistency between the terms of the Employee's *Employment Agreement* and the terms of this Policy, the terms of the *Employment Agreement* will prevail.

## **Probationary Period**

14. New Employees will be subject to a six (6) month (or 850 hours) probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
15. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
16. The purpose of this probationary period is to provide an opportunity for both the Employee and the MWPA to evaluate their working relationship.
17. At the end of the probationary period, a formal work performance evaluation will be conducted. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

## **Attendance, Work Hours, and Supervision**

18. The President (or designate) will supervise the performance of the Executive Director.
19. The Executive Director will supervise the performance of all other Employees.
20. Employees will work out of the MWPA head office unless another arrangement has been agreed to by the President in writing.
21. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to the MWPA head office or if the Employee changes residence.
22. The Employee will work regular office hours as determined by the MWPA Board of Directors. Part-time and Term Employees may work modified office hours, as determined by the Executive Director. Due to the nature of the MWPA as a not-for-profit and sporting organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
23. Overtime hours may be worked by an Employee with the approval of the President. Overtime hours will be compensated by granting the Employee time off in lieu at a rate of time-and-a-half for each hour of overtime worked. Hours worked by the Employee, in excess of eight (8) hours per day or forty (40) hours in a single week will constitute overtime work.
24. If an Employee cannot be at work at the normal time, they will notify their supervisor the earliest opportunity with the reasons for, and expected duration of, the absence.

25. Employees will attend all staff meetings, and other meetings when requested, unless the Employee's absence has been approved by their supervisor.
26. The Executive Director will attend all Board Meetings.

### **Job Responsibilities, Performance, and Review**

27. The primary duties and responsibilities of each Employee will be outlined in a written job description in the *Employment Agreement*. These duties may be revised from time to time at the discretion of the Board of Directors to reflect changing priorities, workload, and personnel requirements.
28. The performance of the Executive Director will be reviewed annually by the President (or designate). The purpose of this review will be to assess the Executive Director's commitment to the MWPA, its organizational values and policies, to provide the Executive Director with feedback on their performance, and to identify their strengths and weaknesses.
29. All other Employees will be reviewed annually by the Executive Director. The purpose of this review will be to assess the Employee's commitment to the MWPA, its organizational values and policies, to provide the Employee with feedback on their performance, and to identify their strengths and weaknesses.
30. If the Executive Director's performance is below a satisfactory level, the President (or designate) will discuss with the Executive Director the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Executive Director's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Executive Director's employment may be terminated for cause.
31. For all other Employees, If their performance is below a satisfactory level, the Executive Director will discuss with the Employee the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Employee's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Employee's employment may be terminated for cause.
32. A base salary review will be done by the President (or designate) annually for all Employees. Annual cost of living increases will not occur. The Board will review the inflation rate and from time to time adjust the salary range for each position.

### **Vacation and Holidays**

33. Vacation entitlements will accrue in accordance with the *Code*, unless stated otherwise in the Employee's *Employment Agreement*.
34. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
35. All vacations will be approved in advance by the President. The President retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation



may be taken at once. Vacation requests for one week or more will be submitted to the President, in writing, no later than two months prior to the requested vacation date.

36. Term Employees will be paid vacation pay at a rate of four percent (4%) of the Employees' earnings during the first four (4) years of employment and six percent (6%) in the fifth and subsequent years of employment, payable bi-monthly or on the termination of employment.
37. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
38. Employees are entitled to the paid public holidays recognized by the *Code*.
39. Employees who consistently work the same number of hours get one regular work day's pay as general holiday pay. For Employees whose hours of work or wages vary, their general holiday pay is calculated at 5% of the gross wages (not including overtime) in the 4 week period immediately before the holiday.

## **Leave**

40. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to the President may result in termination of the Employee.

### Sick Leave

41. It is not mandated by the *Code* to provide paid sick leave. Sport Manitoba does provide 12 days per fiscal year for full-time Employees.
42. If an Employee is sick or injured and unable to perform the duties of their job, they may make application for short term disability. If approved, the waiting period before benefits start is 7 days (5 working days). MWPA will pay Employees full wages for the waiting period from their banked sick time or if none, vacation days.
43. At the discretion of the President, a doctor's letter may be required to substantiate the need for sick leave.

### Appointment Leave

44. Employees are required to schedule appointments, where possible, in which least affects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.

### Bereavement Leave

45. Bereavement leave, maternity leave, and parental leave will be in accordance with the *Code*.

### Court Leave

46. Employees required to serve on a jury or who are a witness under subpoena are entitled to leave without pay.

## Salary and Benefits

### Salary

47. The salary of each Employee will consist of a base salary and may include performance incentives.
48. Sport Manitoba provides a payroll service on a fee-for-service basis. Salary will be paid bi-monthly, on the 15<sup>th</sup> and last day of each month, unless either falls on a weekend or statutory holidays, in which case the payday will be moved to the last working day prior.
49. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
50. Payment will be made by direct payment to the Employee's bank account. Payment covers the pay period up to and including payday.
51. Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
52. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Board of Directors. In carrying out this review, the Board of Directors will have regard to salaries paid by comparable organizations.

### Benefits

53. Employees that work twenty (20) hours per week or more must participate in the Sport Manitoba Group Insurance Program on a 50/50 employer/employee cost shared basis.
54. An Employee is permitted to opt out of either the Medical or Dental benefits if they are covered under a spousal or other acceptable plan, where proof of said coverage must be provided to the MWPA.
55. Plan details are subject to change. At present coverage includes Group Life Insurance, Weekly Indemnity Benefit, Long Term Disability, Basic AD & D Insurance, Medical and Dental.
56. Health benefits coverage will cease upon the Employee's termination. An Employee may convert such health benefits coverage upon termination by purchasing coverage from the policy holder on an individual basis.
57. Employees on pregnancy/parental leave may choose whether or not they want to maintain their benefits but, if they choose to do so, they must maintain all benefits for the full leave period. If an Employee chooses not to maintain coverage during their pregnancy/parental leave, the MWPA must receive such a request in writing.

## **Expense Compensation**

58. Employees will be compensated for any costs and expenses incurred while traveling on MWPA business, or while performing duties in accordance with their job description, pursuant to terms outlined by their *Employment Agreement* and the MWPA's *Financial Policy*.

## **Professional Development**

59. The MWPA will budget for Employee training and professional development according to the resources available each year. Employees should consult with the President to identify suitable professional development opportunities. At the discretion of the President and based upon a written request from an Employee, the MWPA may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.
60. The MWPA will support individual educational activities that:
  - a. Have immediate application to the employee's job;
  - b. Have future application to the employee's job; and
  - c. Have no immediate application to the employee's job, but prepares the employee to assume additional duties or acquire qualifications for advancement within the MWPA.
61. Proof of successful completion, passing grade, or required attendance is necessary to any reimbursement. A registration fee is considered part of the associated cost; however, no reimbursement will be made until successful completion of the course.
62. When possible, courses shall be scheduled during an individual's personal time so as not to conflict with her/his scheduled hours of work. Courses may be scheduled during scheduled hours of work at the discretion of the President.
63. Employees must pay all tuition fees at the time of enrolment.

## **Other Employment**

64. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for the MWPA, the employment does not represent a conflict with the MWPA, and the President is notified in advance of the Employee's intention to accept outside employment and provides written approval.
65. For certainty, employment with a Member Club is a conflict for which written approval shall not be granted.

## **Personal Belongings**

66. The MWPA assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances. At the MWPA's office, purses, wallets, and other valuable personal belongings should be placed in a locked drawer or cabinet at all times.

## Conduct and Discipline

67. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other MWPA policies relating to conduct including, but not limited to, the MWPA's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Social Media Use Policy*, and *Code of Conduct*.
68. An Employee may be subject to disciplinary action should their conduct so warrant.
69. Disciplinary action will be progressive and may include, but is not limited to:
  - a. Verbal reprimand - a verbal reprimand may be given for minor offences. Such a reprimand will not become a part of the Employee's file, and the matter will be closed when the constructive two-way discussion has been finalized.
  - b. Letter of reprimand - when a more serious infraction occurs, or repetitive behaviour, a letter shall be sent to the Employee stating the infraction and warning them against further misbehaviour. A copy of this letter will be kept in the Employee's personnel file.
  - c. Suspension – an Employee may be suspended (with or without pay) for a period of three (3) to ten (10) working days, depending on the seriousness of the offence. Normally, the Employee will be permitted to carry on their normal duties while the case is being investigated. But in some cases it may be necessary to bar the person from the premises until the case has been investigated. In such an instance, the Employee will be notified in writing.
  - d. Dismissal - dismissal will be used when all other corrective actions have failed or are not applicable.

### *Unsatisfactory Work Performance or Work-Related Behaviour*

70. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow the MWPA's rules or policies. The Board will inform Employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behaviour and of the applicable discipline if either is not corrected.
71. In a case of gross misconduct, immediate disciplinary action up to and including termination may be applied. During the investigation of alleged gross misconduct, an Employee may be placed on leave without pay.
72. Gross misconduct includes the following:
  - a. Theft or dishonesty
  - b. Gross insubordination
  - c. Wilful destruction of club property
  - d. Falsification of records
  - e. Acts of moral turpitude
  - f. Reporting for duty under the influence of intoxicants
  - g. Illegal use, possession or distribution of controlled substances

- h. Disorderly conduct
  - i. Provoking a fight
  - j. Other similar acts involving intolerable behaviour by an Employee
73. When disciplining an Employee, the MWPA will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. As a general rule, disciplinary action for unsatisfactory work performance or work-related behaviour will begin with an oral or written warning and may be followed by additional written warnings. Written warnings will be presented to the Employee and will describe the unsatisfactory work performance or work-related behaviour and the necessary corrective action to be taken. If an Employee fails to attain a satisfactory level of work performance or work-related behaviour despite such warning, disciplinary action up to and including termination of employment may be implemented. Copies of all written warnings and other disciplinary actions will be placed in the Employee's personnel file.

## Termination

74. No notice, or pay in lieu of notice, is required by either the MWPA or the Employee to terminate the employment relationship during the first six (6) months of probationary period for new Employees.
75. Employees will provide notice of their intention to leave the employment of the MWPA in accordance with the *Code*.
76. The MWPA may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice, for any of the following reasons:
- a. Wilful misconduct which is detrimental to the MWPA
  - b. Failure to adhere to policies of the MWPA
  - c. Gross failure to perform their employment duties
  - d. Theft
  - e. Being charged with a criminal offence
  - f. Unauthorized release of confidential information
  - g. Destruction of MWPA property
  - h. Insubordination
  - i. Recurring absence without notice
  - j. Dishonesty
  - k. Actions that bring the MWPA into disrepute
  - l. Working for another employer while on leave of absence without written consent of the MWPA

- m. Possession, use or distribution of any controlled substances
  - n. Reporting to work after having ingested illegal drugs
  - o. Other reasons as determined by the Board of Directors or outlined in the *Employment Agreement*
77. The MWPA will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with the MWPA without cause in accordance with the *Code*, unless otherwise agreed in the Employee's *Employment Agreement*.
78. The Board of Directors has authority to terminate all Employees.

### **Grievance Procedure**

79. An Employee who is dissatisfied with any procedures or treatment should first take the matter up with the Executive Director. If the matter cannot be resolved at this level, the employee may contact the Board of Directors.
80. Employees may not advocate personal issues with any individual member of the Board without the consent of the President; unless the personal issues are directly connected to the conduct or behaviour of the President.

## Confidentiality Policy

Type: Governance

Policy # 44

Authority: Board of Directors

Date approved: August 2024

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### 1.1 Purpose

- 1.1.1 The purpose of this policy is to ensure the protection of Confidential Information acquired by, or belonging to, the MWPA.

### 2.1 Definitions

- 2.1.2 “Confidential Information” includes, but is not limited to:

- a. Personal Information of MWPA Members, including but not limited to name, address, e-mail, telephone number, cell phone number, date of birth, financial information, medical history, etc.
- b. Intellectual property and proprietary information related to the programs, business or affairs of the MWPA and any of its divisions, including, but not limited to: procedures, business methods, forms, policies, business, marketing and development plans, advertising programs, creative materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, software, financial information and information that is not generally or publicly known.

- 2.1.3 Confidential Information does not include information widely available or posted publicly, including but not limited to: name, title, business address, and work telephone number. Individuals voluntarily publishing, or consenting to the publication of, basic personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that personal information for as long as it is available publicly.

### 3.1 Application of this Policy

- 3.1.1 This Policy applies to all Members (as defined in the MWPA Bylaws), as well as all individuals employed (including contract personnel) by or engaged in activities with MWPA, including but not limited to committee members, parents/guardians, volunteers, officers, and administrators. Together, this group is referred hereinafter as “MWPA Representatives”.

### 4.1 Confidentiality Agreement

- 4.1.1 Any MWPA Representatives that are likely to have exposure to Confidential Information must sign the Confidentiality Agreement which forms part of this policy as Appendix A.
- 4.1.2 All MWPA Representatives are required to sign the Confidentiality Agreement as soon as practicable after assuming such a position.

### 5.1 Responsibilities of MWPA Representatives

- 5.1.1 MWPA Representatives will not, either during the period of their involvement, or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement with the MWPA, unless expressly authorized to do so.
- 5.1.2 MWPA Representatives will not publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information or any part thereof, without the express written consent of the MWPA.
- 5.1.3 MWPA Representatives will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon request.
- 5.1.4 All files and written materials relating to Confidential Information will remain the property of the MWPA upon termination of involvement with the MWPA.

## **6.1 Materials created**

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

## **7.1 Enforcement**

- 7.1.1 A breach of any provision in this policy may give rise to discipline in accordance with the MWPA Code of Conduct or other legal recourse.



**APPENDIX A**

Confidentiality Statement

I, \_\_\_\_\_, the undersigned, am a MWPA Representative as defined by the MWPA Confidentiality Policy, serving in the role of \_\_\_\_\_. In the scope of my role, I have been, and will continue to be, engaged in confidential discussions.

In the course of these discussions, I understand that I will have access to confidential information and provide input to conversations that are not known to the public or the water polo community in general.

By signing this Confidentiality Statement, I agree that I will not disclose to any third party (including to individuals within my Provincial Sport Organization), copy or record any information, discussions, or decisions of the Board, unless I have received the written consent of either the President or Vice President prior to the disclosure, or the disclosure is required by law.

Should I fail to adhere to the terms of this Confidentiality Statement, I acknowledge that the MWPA may suffer damages, and that I may be removed from discussions or be sanctioned with discipline otherwise imposed within the discretion of the MWPA.

If any portion of this Confidentiality Statement is unenforceable, I agree to be bound by any lesser requirement of confidentiality subsumed within its terms.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness