# COMPLAINTS AND DISCIPLINE POLICY AND PROCEDURE

## Purpose

1. Organizational Participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the articles, by-laws, policies, rules and regulations of Golf Ontario as updated and amended from time to time.

2. Non-compliance with any of Golf Ontario's articles, by-laws, policies, rules or regulations, as applicable, may result in the imposition of sanctions pursuant to this Policy.

## Definitions

3. In this Policy the following terms have the following meanings:
4. **Appeal Policy and Procedure**: the Appeal Policy and Procedure set out in Appendix B to this Policy.
5. **Athlete**: an Individual who is an Organizational Participant and who is subject to the UCCMS and/or to the policies of Golf Ontario.
6. **Board:** The board of directors of Golf Ontario.
7. **Code**: the Golf Ontario Code of Conduct.
8. **Complainant:** An Organizational Participant or observer who makes a report of an incident, or a suspected incident, of alleged Maltreatment, Prohibited Behavior or other misconduct that may be a violation of the standards described in Golf Ontario's policies, by-laws, rules or regulation, or the UCCMS.
9. **Director**: an individual appointed or elected to the Board of Golf Ontario.
10. **Event**: a Golf Ontario sponsored or sanctioned function or event, including without limitation golf competitions, practices and training, treatment or consultations (e.g., massage therapy), camps and clinics, travel associated with the activities of Golf Ontario, and any office functions or events including meetings.
11. **External Discipline Panel**: A panel of one or three people who are appointed by the Independent Third Party (or designate) to decide on complaints that are assessed under Process #2 of this Policy.
12. **Independent Third Party**: The person or entity retained by Golf Ontario to receive reports and complaints, and to fulfill the responsibilities outlined in this Policy. This person must not be in a conflict of interest. For the purposes of this policy the Independent Third Party is not considered an Organizational Participant.
13. **Internal Discipline Decision-maker**: an individual appointed by Golf Ontario to decide on complaints that are assessed under Process #1 of the Discipline and Complaints Policy. The Internal Discipline Decision-maker may be a Director, coach, staff member or other individual affiliated with Golf Ontario but must not be in a conflict of interest.
14. **Maltreatment**: a volitional act and/or omission described in Sections 5.2 to 5.6 of the UCCMS that results in harm or has the potential for physical or psychological harm. The current version of the UCCMS can be found here: https://sportintegrity.ca/safesport.
15. **Member Club**: any Club that pays a membership fee to the Golf Ontario.
16. **Minor**: Any Organizational Participant who is under the age of majority in the Province of Ontario at the relevant time; in Ontario, every person attains the age of majority and ceases to be a minor on attaining the age of eighteen (18) years. Adults are responsible for knowing the age of a Minor.
17. **Officer**: an individual appointed as an Officer of Golf Ontario.
18. **Organizational Participants**: Refers to all categories of individual members and/or registrants defined in the By-laws of Golf Ontario who are subject to the UCCMS and/or to the policies of Golf Ontario, as well as

all persons employed by, contracted by, or engaged in activities with Golf Ontario including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents/guardians, spectators, and Directors and Officers.

19. **Person in Authority**: Any Organizational Participant who holds a position of authority within Golf Ontario including, but not limited to, coaches, instructors, officials, managers, support personnel, chaperones, committee members, and Directors and Officers.
20. **Prohibited Behaviour**: Any of the conduct described in Section 5 of the UCCMS, including but not limited to Maltreatment. The current version of the UCCMS can be found here: https://sportintegrity.ca/safesport.
21. **Provisional Suspension**: means that the Organizational Participant is barred temporarily from participating in any capacity in any Event or activity of Golf Ontario, or as otherwise decided pursuant to this Policy, prior to the decision in a hearing conducted pursuant to this Policy.
22. **Respondent(s)**: the Organizational Participant(s) who is(are) alleged to have engaged in one or more Prohibited Behaviour(s).
23. **UCCMS:** Universal Code of Conduct to prevent and address Maltreatment in Sport, as amended from time to time. The current version of the UCCMS can be found here: https://sportintegrity.ca/safesport.
24. **UCCMS Participant**: is an Organizational Participant affiliated with Golf Ontario who has been a) designated by Golf Ontario and b) who has signed the required consent form. UCCMS Participants may include an Athlete, a coach, an official, Athlete support personnel (including without limitation any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating or assisting an Athlete participating in or preparing for sports competition), an employee, a contractual worker, an administrator, or a volunteer acting on behalf of, or representing Golf Ontario in any capacity.
25. **Vulnerable Participant**: Persons at increased risk of Maltreatment and/or coercion, often due to age, gender, race, poverty, indigeneity, sexual orientation, gender identity or expression, disability, psychosocial or cognitive ability, and their intersections. Vulnerable Participants include persons who are not able to provide informed consent.

**Mandatory Reporting**

26. Per Ontario law, if you have reasonable grounds to suspect a child requires protection due to harm or abuse, you are obligated to report such suspicion to a children's aid society. Ontario's *Child, Youth and Family Services Act, 2017* (Child, Youth and Family Services Act, 2017, S.O. 2017, c. 14, Sched. 1 | ontario.ca) requires a person who has reasonable grounds to suspect any of the enumerated examples of harm or abuse regarding a child (i.e., a person younger than 18) (see section 125 of the *Child, Youth and Family Services Act, 2017* (see link immediately above)) to immediately report the suspicion and the information on which it is based to a children's aid society.

**Application of this Policy**

27. This Policy applies to all Organizational Participants.

28. This Policy applies to matters that may arise during any Event.

29. This Policy also applies to Organizational Participants' conduct outside of Events when such conduct adversely affects the relationships (including without limitation the work and sport environment) of Golf Ontario, is detrimental to the image and reputation of Golf Ontario, or is in violation of any Golf Ontario

policy or conduct expectations.

30. This Policy applies to alleged breaches of the Code by any Organizational Participant who has retired from the sport where any claim regarding a potential breach of the Code occurred when the Organizational Participant was active in the sport. In addition, this Policy will apply to breaches of the Code that occurred when relevant Organizational Participants interacted due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on any Organizational Participant(s).

31. Applicability of this Policy will be determined by Golf Ontario or as applicable, the Independent Third Party "Independent Third Party", and such determination shall not be subject to appeal.

32. If it is considered appropriate or necessary based on the circumstances, immediate discipline or the imposition of a sanction may be applied, after which further discipline or sanctions may be applied according to this Policy. Any infractions or complaints occurring within competition will be dealt with by the policies and procedures specific to the competition, if applicable. In such situations, disciplinary sanctions may be for the duration of the competition, training, activity, or Event only (as applicable).

33. In addition to being subject to disciplinary action pursuant to this Policy, an employee of Golf Ontario who is a Respondent to a complaint may also be subject to consequences in accordance with the employee's employment agreement and/or Golf Ontario's human resources policies and/or applicable law, as applicable.

**Minors**

34. Complaints may be brought for or against a Minor. Minors must have a parent/guardian or other person authorized in accordance with the following sentence to serve as their representative during the process set out in this Policy (including **Appendix A - Complaints and Discipline Policy Investigation Procedure**). If the Minor's representative is not their parent/guardian, the Minor's representative must have written authorization to act in such a capacity from the Minor's parent/guardian or be otherwise properly authorized to act in such capacity.

35. Communication from Sport Integrity Canada, the Independent Third Party, the Internal Discipline Decision-maker or External Discipline Panel (as applicable) must be directed to the Minor's representative.

36. A Minor is not required to attend or participate in an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn as a result of the Minor not attending or participating.

**Reporting a Complaint**

37. All complaints must be received by the ITP within a 21-calendar day period. Complaints received after 21 days will only be accepted at the discretion of the ITP based on the reasons for the delay.

**UCCMS Participants**

38. Incidents that involve alleged Maltreatment or Prohibited Behaviour that occurred on or after March 1,

2023, involving a UCCMS Participant must be reported to Sport Integrity Canada and will be addressed pursuant to Sport Integrity Canada's policies and procedures.

39. If the *Independent Third Party* receives a complaint that the Independent Third Party considers would otherwise fall within the preceding section, the Independent Third Party shall refer the matter to Sport Integrity Canada and notify the individual(s) that made the complaint of such action.

**Organizational Participants**

40. Any Complaints involving alleged breaches of Golf Ontario's policies that do not fall within sections 38 or 39 above may be reported by an *Organizational Participant* to the *Independent Third Party*. For the avoidance of doubt, this includes complaints referred to the *Independent Third Party* following a determination made by Sport Integrity Canada that a complaint initially reported to Sport Integrity Canada does not fall within its jurisdiction.
41. Notwithstanding any provision in this Policy, Golf Ontario, at its discretion, or upon request by the Independent Third Party, may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, Golf Ontario will identify an individual to represent Golf Ontario.

42. A Complainant who fears retribution or reprisal or who otherwise considers that their identity must remain confidential may file a complaint with the Independent Third Party and request that their identity be kept confidential. If the Independent Third Party considers that the Complainant's identity should remain confidential, the Independent Third Party may ask Golf Ontario to act as the Complainant.

**Independent Third Party Responsibilities**

43. Upon receipt of a complaint, the Independent Third Party has a responsibility to:
    a) Determine whether the complaint falls within the jurisdiction of this Policy.
    b) Determine the appropriate jurisdiction to manage the complaint by considering the following:
        *I.* Whether the incident occurred within the business, activities, or Events of Golf Ontario (with reference to sections 27 to 33 above); and
        *II.* If Golf Ontario can manage the complaint process.
    c) Determine whether the complaint is frivolous, vexatious or if it has been made in bad faith.
    **d)** Determine if the alleged incident should be investigated pursuant to **Appendix A – Complaints and Discipline Policy Investigation Procedure.**
    e) Choose which process (Process #1 or Process #2, as outlined below) should be followed to hear and adjudicate the matter.

**Available Processes**

There are two different processes that may be used to hear and adjudicate complaints. Subject to sections 38 or 39 above, the Independent Third Party will decide which process will be followed, at the discretion of the Independent Third Party, and such decision is not appealable.

**Process #1** - The complaint contains allegations involving the following behaviours:

- disrespectful conduct or comments
- minor acts of physical violence, unless the physical violence is between a Person in

Authority and a Vulnerable Participant, in which case the matter will be addressed under Process #2.

- conduct contrary to the values of Golf Ontario.
- minor violations or non-compliance with the Articles, by-laws, policies, procedures, rules, or regulations of Golf Ontario.

The behaviours identified above are examples only and are not a definitive list of behaviours that may be addressed through Process #1.

**Process #2** - The complaint contains allegations involving the following behaviours:

a) repeated Incidents described in Process #1.
b) minor acts of physical violence between a Person in Authority and a Vulnerable Participant.
c) hazing.
d) abusive, racist, or sexist comments, conduct or behaviour.
*e)* incidents that breach the Code.
f) incidents that constitute Prohibited Behaviour.
g) major incidents of violence (e.g., fighting, attacking).
h) pranks, jokes, or other activities that endanger the safety of others.
i) conduct that intentionally interferes with a competition or with any athlete's preparation for a competition.
j) match manipulation.
*k)* conduct that intentionally damages the image, credibility, or reputation of Golf Ontario.
l) consistent disregard for the Articles, by-laws, policies, rules, or regulations of Golf Ontario.
m) major or repeated violations of the Code or the articles, by-laws, policies, rules or regulations of Golf Ontario.
n) intentionally damaging the property of Golf Ontario, or improperly handling any golf-related organizations' monies.
o) abusive use of alcohol, any use or possession of alcohol by Minors, or use or possession of illicit drugs and narcotics.
p) a charge for any *Criminal Code* offence.

The behaviours identified above are examples only and are not a definitive list of behaviours that may be addressed through Process #2.

**Provisional Suspensions**

44. If it is considered appropriate or necessary based on the circumstances, immediate discipline or the imposition of a Provisional Suspension or interim measures may be imposed against any Organizational Participant by Golf Ontario, after which further discipline or sanctions may be applied according to this Policy.

45. If an infraction occurs at a competition, it will be dealt with by the procedures specific to the competition, if applicable. Provisional Suspensions or interim measures may be imposed for the duration of a competition, training, activity, or Event only, or as otherwise determined appropriate by the Independent Third Party or by Golf Ontario, as applicable.

46. Golf Ontario and/or the Independent Third Party may determine that an alleged incident is of such seriousness as to warrant the imposition of a Provisional Suspension of a Respondent pending completion of an investigation, assessment and/investigation, criminal process, a hearing, or a decision of the External Discipline Panel.

47. Any Respondent against whom a Provisional Suspension or interim measure is imposed may make a request to the Independent Third Party or External Discipline Panel (if appointed) to have the Provisional Suspension or interim measure lifted. In such circumstances, Golf Ontario shall be provided with an opportunity to make submissions, orally or in writing, regarding the Respondent's request to have their Provisional Suspension lifted. Provisional Suspensions or interim measures shall only be lifted in circumstances where the Respondent establishes that it would be manifestly unfair to maintain the Provisional Suspension or interim measures against them.

48. Any decision not to lift a Provisional Suspension or interim measure shall not be subject to appeal.

**Procedural Steps**

**PROCESS #1: Handled by Internal Discipline Decisionmaker**

49. Following the determination by the Independent Third Party that the complaint or incident should be handled under Process #1, the Independent Third Party will refer the complaint or incident to the Internal Discipline Decision-maker designated by Golf Ontario who may:

    a) Propose alternative dispute resolution techniques, if appropriate; and/or ask the *Complainant* and the *Respondent* for either written or oral submissions regarding the complaint or incident. Both Parties shall also have the right to submit to the *Internal Discipline Decision-maker* any relevant evidence, including, but not limited to witness statements, documentary evidence or evidence from other media (i.e., photos, screenshots, videos or other recordings). Each *Party* shall have the right to receive the other *Party*'s submissions and evidence, including the *Complainant*'s complaint. In the case of oral submissions, each *Party* shall be present when such submissions are made (unless waived by a *Party*); and/or

    b) Following receipt of the *Parties*' submissions, the *Internal Discipline Decision-maker* may convene the *Parties* to a meeting, either in person or by way of video or teleconference to ask the *Parties* questions and to allow the *Parties* to ask questions of one another.

50. Following their review of the submissions and evidence related to the complaint, the *Internal Discipline Decision-maker* shall determine if any of the incidents listed in Process #1 above have occurred and, if so, determine whether to impose a sanction and, if so, determine the appropriate sanction (see: **Sanctions**). If, after hearing the *Parties* and reviewing their submissions, the *Internal Discipline Decision-maker* considers that none of the incidents listed in Process #1 above have occurred, the *Internal Discipline Decision-maker* shall dismiss the complaint.

51. The *Internal Discipline Decision-maker* will inform the *Parties* of the *Internal Discipline Decision-maker's* decision, which shall be in writing and include reasons. The *Internal Discipline Decision-maker's* decision

will take effect immediately, unless specified otherwise by the *Internal Discipline Decision-maker*. Should the circumstances require a decision to be rendered immediately or within a short timeline, the *Internal Discipline Decision-maker* may render a short decision, either orally or in writing, followed by a written reasoned decision.

52. Any decision rendered by the *Internal Discipline Decision-maker* shall be provided to and maintained in the records of Golf Ontario. Decisions will be kept confidential by the *Parties* and the aforementioned organizations and shall be retained and discarded in accordance with the relevant and applicable policies and applicable law.

**PROCESS #2: Handled by Independent Third Party and External Discipline Panel**

53. Following the determination that the complaint should be handled under Process #2, the Independent Third Party will propose the use of alternative dispute resolution methods, if appropriate. If the dispute is not resolved using alternative dispute resolution methods, the Independent Third Party will appoint an External Discipline Panel to hear the complaint. Thereafter, the Independent Third Party shall have the following responsibilities:
    a. Coordinate all administrative aspects of the process and set reasonable timelines
    b. Provide administrative assistance and logistical support to the *External Discipline Panel* as required, including providing the *External Discipline Panel* with any information related to previously imposed disciplinary sanctions against the *Respondent*(s) by Golf Ontario.
    c. Provide any other service or support that facilitates a fair and timely proceeding.

54. The Independent Third Party will establish and adhere to timelines that allow for procedural fairness and in order that the matter is heard in a timely fashion.

55. When an *External Discipline Panel* is appointed, the *Independent Third Party* will appoint one of the *External Discipline Panel's* members to serve as the chair.

56. The Independent Third Party, after consultation with the *External Discipline Panel*, will then decide the format under which the complaint will be heard. This decision on format may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.

57. The hearing will be governed by the procedures that the Independent Third Party after consultation with the External Discipline Panel deems appropriate for the circumstances. The following procedural directions will apply:

    a) The determination of procedures and timelines, as well as the hearing duration, shall be as expedient and cost-efficient as possible so that costs to the Parties and Golf Ontario and/or Golf Canada are reasonable.

    b) The Parties will be given appropriate notice of the day, time, and place of the hearing.

    c) Copies of any written documents which any of the Parties wishes to have the External Discipline Panel consider will be provided to the External Discipline Panel and to all Parties, through the

Independent Third Party, in advance of the hearing and in accordance with the timelines set by the Independent Third Party.

d) A Party or the Parties may engage a representative, advisor, translator, transcription services or legal counsel at its or their own expense.

e) The External Discipline Panel may request that any other individual participate and give evidence at the hearing.

f) If not a Party, a representative of Golf Ontario shall be allowed to attend the hearing as an observer and will be provided with access to any documents submitted. With the permission of the External Discipline Panel, a representative of Golf Ontario may make submissions at the hearing or may provide the discipline panel with clarifying information that may be required for the External Discipline Panel to render its decision.

g) The External Discipline Panel shall allow any evidence at the hearing filed by the Parties or provided by a representative of Golf Ontario pursuant to the above and may exclude any evidence that is unduly repetitious or otherwise an abuse of process. The External Discipline Panel shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to evidence filed by the parties.

h) Nothing is admissible in evidence at a hearing that:
   i. would be inadmissible in a court by reason of any privilege under the law of evidence; or
   ii. is inadmissible by any statute.

i) The decision will be by a majority vote of the External Discipline Panel when the External Discipline Panel consists of three people.

58. If the *Respondent* acknowledges the facts of the incident(s), the *Respondent* may waive the hearing, in which case the *External Discipline Panel* will determine the appropriate sanction. The *External Discipline Panel* may still hold a hearing for the purpose of determining an appropriate sanction.

59. The process will proceed if either Party chooses or both *Parties* choose not to participate in the hearing.

60. If a decision may affect another *person* to the extent that the other *person* would have recourse to a complaint or an appeal in their own right, at the discretion of the *External Discipline Panel*, that *person* will become a *Party* to the complaint, shall be permitted to participate in the proceedings as determined by the *External Discipline Panel*, and will be bound by the decision.

61. In fulfilling its duties, the *External Discipline Panel* may obtain independent advice.

**Decision**

62. After hearing the matter, the External Discipline Panel will determine whether an infraction has occurred and, if so, the sanction(s) to be imposed. If the External Discipline Panel considers that an infraction has not occurred, the complaint will be dismissed.

63. Within fourteen (14) days of the hearing's conclusion, the External Discipline Panel's written decision, with

reasons, will be distributed electronically to all Parties, by the Independent Third Party, including to Golf Ontario, and to Golf Canada as applicable.

64. In extraordinary circumstances, the External Discipline Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period.

65. The External Discipline Panel's decision will come into effect as of the date that it is rendered unless decided otherwise by the External Discipline Panel. The External Discipline Panel's decision will apply automatically to Golf Ontario, and/or Golf Canada as applicable.

66. Unless the matter involves a Vulnerable Participant, once the appeal deadline in the Appeal Policy and Procedure has expired, subject to the External Discipline Panel's decision, Golf Ontario may publish on their website the outcome of the case, the provision(s) of the relevant policies that have been violated, the name(s) of the Organizational Participant(s) involved and the sanction(s) imposed, if any. If the matter is appealed, the publication provisions in the Appeal Policy and Procedure shall apply. Identifying information regarding Minors or Vulnerable Participants will never be published by Golf Ontario.

    If the External Discipline Panel dismisses the complaint, the information referred to in the preceding paragraph may only be published with the Respondent's consent. If the Respondent does not provide such consent, the information referred to in the preceding paragraph above will be kept confidential by the Parties, the Independent Third Party, and Golf Ontario and shall be retained and discarded in accordance with relevant policies and applicable law. Failure to respect this provision may result in disciplinary action being taken pursuant to this Policy.

67. Records of all decisions will be maintained by Golf Ontario in accordance with its relevant policies and applicable law.

68. When the External Discipline Panel imposes a sanction, the decision shall include, at a minimum but subject to Section 66, the following details:
    a) jurisdiction;
    b) summary of the facts and relevant evidence;
    c) where applicable, the specific provision(s) of the Golf Ontario's policies, bylaws, rules or regulations that have been breached;
    d) which Party or organization is responsible for the costs of implementing any sanction;
    e) which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;
    f) any reinstatement conditions that the Respondent must satisfy (if any);
    g) which organization is responsible for ensuring that the conditions have been satisfied; and,
    h) any other guidance that will assist the Parties to implement the External Discipline Panel's decision.

69. If necessary, a Party – or the organization that is responsible for implementing or monitoring a sanction – may seek clarifications from the External Discipline Panel regarding the order so that it can

be implemented or monitored appropriately, and the External Discipline Panel shall provide such clarification as soon as reasonably practical.

**Sanctions**

70. When determining the appropriate sanction, the Internal Discipline Decision-maker or External Discipline Panel, as applicable, should consider factors (where applicable):
    a) The nature and duration of the Respondent's relationship with the Complainant, including whether there is a power imbalance;
    b) The Respondent's prior history and any pattern of misconduct, Prohibited Behaviour or Maltreatment;
    c) The respective ages of the individuals involved;
    d) Whether the Respondent poses an ongoing and/or potential threat to the safety of others;
    e) The Respondent's voluntary admission of the offense(s), acceptance of responsibility for the misconduct, Prohibited Behaviour or Maltreatment, and/or cooperation in the investigative and/or disciplinary process of Golf Ontario;
    f) Real or perceived impact of the incident on the Complainant, Golf Ontario or the sporting community;
    g) Circumstances specific to the Respondent being sanctioned (e.g. lack of appropriate knowledge or training regarding the requirements in the Code; addiction; disability; illness);
    h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
    i) A Respondent who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
    j) Other mitigating and aggravating circumstances.

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

72. The Internal Discipline Decision-maker or External Discipline Panel, as applicable, may apply the following disciplinary sanctions, singularly or in combination:
    a) **Verbal or Written Warning** - A verbal reprimand or an official, written notice and formal admonition that an Organizational Participant has violated the Code and that more severe sanctions will result should the Organizational Participant be involved in other violations.
    *b)* **Education** - The requirement that an Organizational Participant undertake specified educational or similar remedial measures to address the violation(s) of the Code or the UCCMS.
    c) **Probation** - Should any further violations of the Code occur during the probationary period, will result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period.
    d) **Suspension** - Suspension, either for a set time or until further notice, from participation, in any capacity, in any program, practice, activity, Event, or competition sponsored by, organized by, or under the auspices of Golf Ontario. A suspended Organizational Participant may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent

upon the Organizational Participant satisfying specific conditions noted at the time of suspension.

e) **Eligibility Restrictions** - Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions.
f) **Permanent Ineligibility** - Permanent ineligibility to participate, in any capacity, in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of Golf Ontario.
g) **Other Discretionary Sanctions** - Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate.

73. The Internal Discipline Decision-maker or External Discipline Panel, as applicable, may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed Maltreatment:

    a) Sexual Maltreatment involving a Minor Complainant, or a Complainant who was a Minor at the time of the incident complained of, shall carry a presumptive sanction of permanent ineligibility.
    b) Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions.
    c) While a Respondent has pending charges or allegations of a crime against a person, if justified by the seriousness of the offence, the presumptive sanction shall be a period of suspension until a final determination is made by the applicable process.

74. The following Criminal Code convictions are fundamentally inconsistent with sport involvement. An Organizational Participant's conviction for such Criminal Code offenses involving harmful conduct shall carry a presumptive sanction of permanent ineligibility from participating with Golf Ontario. Such Criminal Code offences may include, but are not limited to:

    a) Any offences involving child pornography;
    b) Any sexual offences;
    c) Any offence of assault;
    d) Any offence of physical or psychological violence; or
    e) Any offence involving trafficking of illegal drugs or substances.

75. Failure to comply with a sanction as determined by the External Discipline Panel will result in an automatic suspension until such time as compliance occurs.

**Sport Integrity Canada Sanction**

76. Golf Ontario will ensure that any sanctions or measures imposed by the Sport Integrity Canada will be implemented and respected within Golf Ontario's jurisdiction once Golf Ontario receives appropriate notice of any sanction or measure from Sport Integrity Canada.

**Appeals**

77. The decision of the Internal Discipline Decision-maker or the External Discipline Panel, as applicable, may be appealed in accordance with the Appeal Policy and Procedure set out in Appendix B to this

Policy.

**Confidentiality**

78. The Complaints and Discipline process is confidential and involves only Golf Ontario, Golf Canada (as applicable), the Parties, the Independent Third Party, the Internal Discipline Decision-maker, the External Discipline Panel (as appropriate), and any independent advisors to the External Discipline Panel.

79. None of the parties (or their representatives or witnesses) or organizations referred to in Section 59 will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings, unless Golf Ontario is required to notify an organization such as Golf Canada, an international federation, Sport Canada, Sport Integrity Canada, or other sport organizations (i.e., where a Provisional Suspension or interim measures have been imposed and communication is required so that they may be enforced), or notification is otherwise required by law.

80. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the Internal Discipline Decision-maker or External Discipline Panel (as applicable).

**Timelines**

81. 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 Independent Third Party may direct that these timelines be revised.

**Statistical Reporting**

82. Golf Ontario shall, at least annually, compile a general statistical report of the activity that has been conducted pursuant to the Policy to be shared with the Board of Directors. This report shall not include any information that is confidential under this Policy, or that has been ordered to be kept confidential by a discipline or appeal panel, but may include the number of complaints Reported to the Independent Third Party and statistics regarding the number of cases that were resolved through alternate dispute resolution, the Internal Discipline Decision-maker process, the Discipline Panel process, and the number of appeals filed pursuant to the Appeal Policy and Procedure and whether the appeals were upheld, partially upheld or dismissed.

**Privacy**

83. The collection, use and disclosure of any personal information pursuant to this *Policy* is subject to applicable Golf Ontario privacy policies and applicable law.

84. Golf Ontario, Golf Canada, or any of their delegates pursuant to this Policy (i.e., Independent Third Party, Internal Discipline Decision-maker, External Discipline Panel), shall comply with applicable privacy policies and applicable law in the performance of their services under this Policy.

**No Action or Proceeding**

85. No action or other proceeding for damages shall be instituted against Golf Ontario, Golf Canada or any of their delegates pursuant to this *Policy* (e.g., Independent Third Party, Internal Discipline Decision-maker, External Discipline Panel), or a member, officer, employee, agent or appointee of Golf Ontario, Golf Canada or any of their delegates pursuant to this *Policy* for an act done in good faith in the performance or intended performance of a duty or in the exercise or the intended exercise of a power under this Policy, or for any neglect or default in the performance or exercise in good faith of the duty or

power.

**Policy Review**

86. Golf Ontario will review this policy as it considers appropriate and in any event every three years.

## Appendix A
## Complaints and Discipline Policy Investigation Procedure

**Determination**

1. When a complaint is submitted pursuant to the *Complaints and Discipline Policy*, the Independent Third Party will determine if the incident(s) should be investigated.

**Investigation**

2. If the Independent Third Party considers that an investigation is necessary, they will appoint an Investigator. The Investigator must be an independent third-party with experience in investigating. The Investigator must not be in a conflict-of-interest situation and should have no connection to any person involved in the situation to be investigated.

3. Federal and/or Provincial/ legislation related to workplace harassment may apply to the investigation if Harassment was directed toward a worker in a workplace. The Investigator should review workplace safety legislation, the organization's policies for human resources, and/or consult independent experts to determine whether legislation applies to the complaint.

4. The investigation may take any form as decided by the Investigator, guided by any applicable Federal and/or Provincial legislation. The investigation may include:
    a) interviews with the Complainant
    b) witness interviews
    c) statement of facts (Complainant's perspective) prepared by Investigator, acknowledged by the Complainant and provided to the Respondent
    d) interviews with the Respondent
    e) statement of facts (Respondent's perspective) prepared by Investigator, acknowledged by the Respondent and provided to the Complainant

**Investigator's Report**

5. Upon completion of their investigation, the Investigator shall prepare a written report that shall include a summary of evidence from the Parties, and any witnesses interviewed. The report shall also include a non-binding recommendation from the investigator regarding whether an allegation or, where there are several allegations, which allegations, should be heard by an External Discipline Panel pursuant to the Complaints and Discipline Policy because they constitute a likely breach of the Code, the UCCMS or any relevant and applicable policy of Golf Ontario, The Investigator may also make non- binding recommendations regarding the appropriate next steps (i.e., mediation, disciplinary procedures, further review or investigation).

6. The investigator's report will be provided to the Independent Third Party which will disclose it, at its discretion, all or part of the investigation to Golf Ontario or any other third party. The *Independent Third Party* may also disclose the investigator's report, or a redacted version to protect the identity of witnesses, to the Parties, at its discretion, with any necessary redactions as determined by the Independent Third Party. Alternatively, and only if necessary, as determined by the Independent Third Party, other relevant persons may be provided with an executive summary of the investigator's findings

by the *Independent Third Party*.

7. Should the Investigator find that there are possible *Criminal Code* offences, the investigator shall advise the Parties, Golf Ontario, and where appropriate, Golf Canada or a Member Club and the matter shall be reported by the Independent Third Party to the police.

**Reprisal and Retaliation**

8. An Organizational Participant who submits a complaint to the Independent Third Party or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group. Any such conduct may constitute Prohibited Behaviour and will be subject to disciplinary proceedings pursuant to the *Complaints and Discipline Policy* or, as applicable, the policies and procedures of Sport Integrity Canada.

**False Allegations**

9. An Organizational Participant who submits allegations that the Investigator determines to be malicious, false or for the purpose of retribution, retaliation or vengeance may be subject to a complaint under the terms of the *Complaints and Discipline Policy* and may be required to pay for the costs of any investigation that comes to this conclusion.

10. Any Organizational Participant who is liable to pay for such costs shall be automatically deemed not to be in good standing until the costs are paid in full and shall be prohibited from participating in any Golf Ontario, Events, activities, or business. Golf Ontario or the Organizational Participant against whom the allegations were submitted, may act as the Complainant with respect to making a complaint pursuant to Section 9.

**Confidentiality**

11. The Investigator will make reasonable efforts to preserve the anonymity of the Complainant, Respondent, and any other Party. However, it is recognized that maintaining full anonymity during an investigation may not be feasible.

**Appendix B**
**Appeal Policy and Procedure**

## Purpose

1. This Appeal Policy and Procedure provides a fair and expedient appeal process with respect to certain decisions of Golf Ontario and with respect to the Discipline and Complaints Policy.

**Definitions**

2. In this Policy the following terms have the following meanings:
3. **Affected Parties**: any person who is directly affected by a decision made by Golf Ontario or its delegate under the Discipline and Complaints Policy, and the term "**Affected Party**" has a corresponding meaning.
4. **Appeal Manager**: a person appointed as Appeal Manager as set out under the heading "Appeal Manager".
5. **Appeal Panel**: the Appeal Panel appointed pursuant to section 9 of this Appeal Policy and Procedure.
6. **Appellant(s)**: a person who brings an appeal under this Appeal Policy and Procedure.
7. **Discipline and Complaints Policy**: Golf Ontario's Discipline and Complaints Policy and Procedure.
8. **Respondent(s)**: the Organizational Participant(s) who is(are) alleged to have engaged in one or more Prohibited Behaviour(s).
9. **Sufficient Grounds for Appeal**: grounds for an appeal under this Policy as set out under the heading "Sufficient Grounds for Appeal" and which the Appeal Manager determines are Sufficient Grounds for Appeal.
10. **Party**: the Appellant(s) and the Respondent(s) in relation to an appeal brought under this Policy, and the term "**Parties**" has a corresponding meaning.
11. **Scope of this Policy**: the scope of this Policy as set out under the heading "Scope of this Policy".

## Scope of this Policy

12. This Policy applies to all Organizational Participants and to persons involved as a party in respect of a decision made under the Discipline and Complaints Policy.

13. Any Affected Party shall have the right to appeal that decision if there are Sufficient Grounds for Appeal.

14. This Policy **will apply** to decisions relating to:
    a) Eligibility
    b) Selection
    c) Conflict of Interest
    d) Discipline
    e) Membership

15. This Policy **will not apply** to decisions relating to:
    a) matters that are decided by and within the jurisdiction of the general membership of Golf Ontario including enactment and amendment of the by-laws and election of directors.
    b) decisions made based on the Rules of Golf, Rules of Handicapping or the Rules of Amateur Status, (each of which have their own appeal procedures that must be followed).
    c) enactment of and amendment to or repeal of competition rules (Golf Ontario's Terms of

Competition and any Local Rules).

d) those decisions which are required of or imposed upon Golf Ontario by outside authorities or agencies (e.g., Sport Canada, Coaching Association of Canada, Sport Integrity Canada, World Anti-Doping Agency, Sport Dispute Resolution Centre of Canada, etc.).
e) Disciplinary matters arising during events organized by entities other than Golf Ontario, which are or have been dealt with under the policies of these other entities.
f) Volunteer appointments and the withdrawal of same.
g) Budgeting and budget implementation matters.
h) Operational structure and staffing matters.
i) Employment matters.
j) Doping infractions.
k) Commercial matters, including matters addressed under a contract.
l) Decisions made under this Policy (including without limitation: a decision of the Appeal Manager regarding a request for an extension regarding the time period to submit an appeal under this Policy; a decision of the Appeal Manager to deny the appeal; and a decision of the Appeal Manager regarding the format under which the appeal will be heard).

## Appeal Manager

16. Golf Ontario shall appoint an independent Appeal Manager for the purposes of this Policy. The Appeal Manager must not be in a conflict of interest or have any direct relationship with any of the Parties and has the following responsibilities:
    a) to determine if the appeal falls under the Scope of this Policy.
    b) to determine if the appeal was submitted in a timely manner.
    c) to consider and make a decision regarding any request for an extension to the time period for submitting an appeal under this Policy.
    d) to decide whether there are Sufficient Grounds for Appeal.

## Sufficient Grounds for Appeal

17. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are Sufficient Grounds for Appeal as determined by the Appeal Manager. Sufficient Grounds for Appeal are that the decision-maker:
    a) made a decision that it did not have the authority or jurisdiction to make.
    b) failed to follow its own procedures.
    c) made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views).
    d) made a decision that was unreasonable in the circumstances.

## APPEAL PROCEDURE

### Written Notice of Intent to Appeal

1. To initiate an appeal, a written notice of intent to appeal must be submitted. The written notice of intent to appeal must contain the following:
    a) Contact information.
    b) Name and contact information of the Respondent and any other Affected Parties, when known to the Appellant.

c) Date the Appellant was advised of the decision being appealed.
d) A copy of the decision being appealed, or a description of the decision being appealed if a written document is not available.
e) grounds for appeal.
f) Detailed reasons for the appeal related to the grounds for appeal.
g) All evidence that supports the reasons for the appeal related to the grounds for appeal.
h) Requested remedy or remedies.
i) An administration fee of two hundred dollars ($200) which must be submitted at the same time as the written notice of intent to appeal by e-transfer to [INSERT EMAIL ADDRESS]. This administrative fee will be refunded if the appeal is partially or fully successful.

## Submitting an Appeal; Timing of Appeal Submission

2. An appeal of a decision to which this Policy is applicable can be submitted to Golf Ontario in accordance with this Policy to be heard pursuant to this Policy.

3. A person to whom this Policy is applicable and who wishes to appeal a decision to which this Policy is applicable has fifteen (15) days from the date on which notice of the decision was delivered to such person to submit electronically a written notice of intent to appeal.

4. If a person referred to in section 3 immediately above wishes to request for an extension to such time period, such person shall within such time period submit a written request stating the reasons for the request for the extension. The decision to permit or not to permit an extension to such time period will be at the sole discretion of the Appeal Manager and such decision may not be appealed.

## Screening of Appeal

5. The Parties may first attempt to resolve the appeal through Golf Ontario's *Dispute Resolution Policy*.

6. Appeals resolved under the *Dispute Resolution Policy* will result in the administration fee being refunded to the Appellant.

7. Should the appeal not be resolved by using the *Dispute Resolution Policy*, the balance of this Appeal Policy and Procedure shall apply.

8. If the Appeal Manager decides to deny the appeal because the Appeal Manager determines that:
   a) the appeal does not fall under the Scope of this Policy;
   b) the appeal was not submitted in a timely manner; or
   c) the submitted grounds for appeal in the written notice of intent to appeal are not Sufficient Grounds for Appeal;

   the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.

9. If the Appeal Manager does not deny the appeal for any reason set out in the immediately preceding section, the Appeal Manager will appoint an Appeal Panel composed of three (3) individuals (each of whom must not be in a conflict of interest or have any direct relationship with the Parties) to hear the appeal. The Appeal Manager will appoint one (1) of the Appeal Panel members to serve as the chair of the Appeal Panel.

10. In order to confirm the identification of any Affected Parties, the Appeal Manager will engage Golf Ontario. The Appeal Manager, at the Appeal Manager's sole discretion, may determine whether a person is an Affected Party.

## Procedure for Appeal Hearing

11. The Appeal Manager shall notify the Parties that the appeal will be heard. The Appeal Manager shall then at the sole discretion of the Appeal Manager decide the format under which the appeal will be heard, and will then notify the Parties of the format under which the appeal will be heard; this decision may not be appealed.

12. The format of the hearing may involve: an oral in-person hearing; an oral hearing by telephone or other electronic means; a hearing based on a review of documentary evidence submitted in advance of the hearing; or written submissions; or a combination of any, some or all of these methods.

13. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.

14. The hearing will be governed by procedures that the Appeal Manager and the Appeal Panel deem appropriate in the circumstances. The following guidelines will apply to the hearing:
    a) The hearing will be held within a timeline determined by the Appeal Manager.
    b) The Parties will be given reasonable notice of the day, time and place of an oral in-person hearing or oral hearing by telephone or electronic communications.
    c) Copies of any written documents which any Party wishes to have the Appeal Panel consider will be provided to the Appeal Manager and then provided by the Appeal manager to the Appeal Panel and to all Parties in advance of the hearing.
    d) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense.
    e) The Appeal Panel may request that any other individual participate and give evidence at an oral in-person hearing or oral hearing by telephone or electronic communications.
    f) The Appeal Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal but may exclude such evidence that is unduly repetitious and shall place such weight on any evidence as it deems appropriate.
    g) If a decision in the appeal may affect another person to the extent that the other person would, in the view of the Appeal Panel, have recourse to an appeal in their own right under this Policy, at the Appeal Panel's discretion that person may become an Affected Party to the appeal in question and be bound by its outcome.
    h) The decision to uphold or reject the appeal will be by a majority vote of Appeal Panel members.

15. In fulfilling its duties, the Appeal Panel may obtain independent advice.

## Appeal Decision

16. The Appellant must demonstrate that the specific Ground(s) for Appeal has(have) been satisfied.

17. The Panel shall issue its decision in writing within fifteen (15) days after the hearing's conclusion.

18. In making its decision, the Appeal Panel will have no greater authority than that of the original decision-maker. The Appeal Panel may decide to:
    a) Reject the appeal and confirm the decision being appealed;
    b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision; or
    c) Uphold the appeal and vary the decision.

19. The Appeal Panel will also determine whether costs of the appeal, excluding legal fees and legal disbursements of any of the Parties, will be assessed against any Party. In assessing costs, the Panel will take into account the outcome of the appeal, the conduct of the Parties, and the Parties' respective financial resources.

20. The Appeal Panel's written decision, with reasons, will be distributed to all Parties, to the Appeal Manager, and to Golf Ontario. In extraordinary circumstances, the Appeal Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record unless decided otherwise by the Appeal Panel.

## Timelines

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

## Confidentiality

22. The appeals process is confidential and involves only the Parties, the Appeal Manager, the Appeal Panel, and any independent advisors to the Appeal Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information to any person not involved in the proceedings unless Golf Ontario is required to notify an organization such as Golf Canada, an international federation, Sport Canada, Sport Integrity Canada, any governmental authority or other sport organization (i.e., where a Provisional Suspension or interim measures have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.

## Final and Binding

23. No action or legal proceeding will be commenced against Golf Ontario or Organizational Participants in respect of a dispute, unless Golf Ontario has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in the Appeal Policy and Procedure.

## No Action or Proceeding

24. No action or other proceeding for damages shall be instituted against Golf Ontario, Golf Canada or any of their delegates pursuant to this *Policy* (e.g., Appeal Panel, the Appeal Manager), or a member, officer, employee, agent or appointee of Golf Ontario, Golf Canada or any of their delegates pursuant to this *Policy* for an act done in good faith in the performance or intended performance of a duty or in the exercise or the intended exercise of a power under this Policy, or for any neglect or default in the performance or exercise in good faith of the duty or power.