

## MOOREDALE SAILING CLUB APPEAL POLICY

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Appellant*” – The Party appealing a decision
  - b) “*Corporation*” – Mooredale Sailing Club
  - c) “*Member*” – All categories of membership defined in the Corporation’s Bylaws as well as all individuals employed by, or engaged in activities with, the Corporation.
  - d) “*Parties*” – The Appellant, Respondent, and any other Members or persons affected by the appeal
  - e) “*Respondent*” – The body whose decision is being appealed

### Purpose

2. The Corporation is committed to providing an environment in which all Members are treated with respect characterized by the values of fairness, integrity, and open communication. The Corporation provides Members with this *Appeal Policy* to enable appeals of certain decisions made by the Corporation. Further, some decisions made by the process outlined in the Corporation’s *Discipline and Complaints Policy* may be appealed under this Policy.

### Scope and Application of this Policy

3. This Policy applies to all Members. Any Member who is directly affected by a decision rendered by the Corporation shall have the right to appeal that decision; provided there are sufficient grounds for the appeal under the **Grounds for Appeal**.
4. This Policy will not apply to decisions relating to:
  - a) Employment
  - b) Volunteer appointments and the withdrawal or termination of those appointments
  - c) Budgeting and budget implementation
  - d) The Corporation’s operational structure and committee appointments
  - e) Decisions or discipline arising within the business, activities, or events organized by entities other than the Corporation (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by the Corporation at its sole discretion)
  - f) Decisions or discipline arising within competition (appeals of these decisions shall be dealt with within competition under the competition’s appeal process)
  - g) Commercial matters for which another appeals process exists under a contract or applicable law

### Alternate Dispute Resolution

5. The Corporation supports the options of mediation and facilitation. At any time in the Appeals process, the Parties, by mutual agreement, may decide to pursue alternate dispute resolution. Failing the resolution of the appeal through that process, or if either Party chooses to forego alternate dispute resolution, the appeal shall continue to be addressed under this Policy.

### Timing of Appeal

6. Members who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to the Corporation’s head office, the following:
  - a) Notice of the intention to appeal
  - b) Grounds for the appeal
  - c) All evidence that supports these grounds

- d) Requested remedy or remedies
  - e) \$250 administration fee (which is non-refundable)
7. A Member wishing to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Case Manager and may not be appealed.

### **Grounds for Appeal**

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include:
- a) The Respondent made a decision that it did not have authority or jurisdiction (as set out in the Respondent's governing documents) to make
  - b) The Respondent failed to follow its own procedures (as set out in the Respondent's governing documents)
  - c) The Respondent 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 is unable to consider other views)
  - d) The Respondent made a decision that was grossly unreasonable
9. The Appellant bears the onus of proof and must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the **Grounds for Appeal**.

### **Screening of Appeal**

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in **Timing of Appeal**), the Corporation will appoint a Case Manager who has sole discretion to decide whether there are sufficient grounds for the appeal. The Case Manager shall make this decision within seven (7) days of the receipt of the notice of appeal.
11. If the appeal is denied on the basis of insufficient grounds, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
12. If the Case Manager is satisfied there are sufficient grounds for an appeal, the Case Manager will appoint an Appeals Panel, which shall consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Case Manager will appoint one of the Panel's members to serve as the Chair.

### **Procedure for Appeal Hearing**

13. The Case Manager shall notify the Parties that the appeal will be heard. The Case Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Case Manager and may not be appealed.
14. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
15. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone, a hearing based on a review of documentary evidence, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:
- a) The Appellant and the Respondent will be given at least three (3) days written notice of the date, time, and place of the hearing
  - b) Copies of any written documents which the parties wish to have the Panel consider will be provided to

all Parties in advance of the hearing

- c) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
- d) The Panel may request that any other individual participate and give evidence at the hearing
- e) The decision to uphold or reject the appeal will be by a majority vote of Panel members

16. If a 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 appeal in question and will be bound by the decision.

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

### **Appeal Decision**

18. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) days of the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:

- a) Reject the appeal and confirm the decision being appealed
- b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision
- c) Uphold the appeal and vary the decision
- d) Determine whether costs of the appeal, excluding legal fees and legal disbursements of any Parties, will be assessed against any Party.

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

### **Confidentiality**

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

### **Final and Binding**

21. The decision of the Panel will be binding on the Parties and on all Members.

22. No action or legal proceeding will be commenced against the Corporation or its Members in respect of a dispute, unless the Corporation has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in the Corporation's governing documents.