BC Athletics Appeal Policy

BC Athletics

2024

Definitions

1. The following terms have these meanings in this Policy:

   a) "*Commissioner's Office*" - Athletics Canada's Board of Directors vests the Commissioner's Office to be the autonomous authority to resolve disputes within Athletics Canada efficiently, effectively, and fairly. This office will be the first point of contact for all complaints reported to BC Athletics, including discipline and sanctions.

   b) "*Applicable Conduct Rules*" - the rules adopted by BC Athletics to govern the behaviour of its Participants, and from which arises the disciplinary procedure before a Safeguarding Panel.

   c) "*Provisional Measure*" - means a decision to terminate or impose restrictions or conditions on a person's ability to participate in activities under the jurisdiction of the SO, pending a final decision by the Safeguarding Panel or the Appeal Panel on the alleged breach of the Applicable Conduct Rules;

   d) "*Governance Committee*" - The Governance Committee as appointed by the Board of Directors of BC Athletics from time to time.

   e) "*Participants*" - Individuals employed by, or engaged in activities with, BC Athletics including, but not limited to, athletes, coaches, officials, volunteers, managers, administrators, committee members, parents and guardians and spectators at events, Directors and Officers of BC Athletics, and clubs that are members of BC Athletics.

   f) "*Safeguarding Panel*" - The arbitrator or arbitrators, constituted by the Safeguarding Tribunal as the panel that hears a dispute arising out of the application of BC Athletics Code of Ethics and Conduct Rules.

   g) "*Safeguarding Tribunal*" - The division of the SDRCC that constitutes Safeguarding Panels pursuant to Article 8 of the SDRCC Code.

   h) "*SDRCC*" - The Sport Dispute Resolution Centre of Canada

   i) "*SDRCC Code*" - The Canadian Sport Dispute Resolution Code, as amended by the SDRCC.

Purpose

2. BC Athletics is committed to providing an environment in which all Participants involved with BC Athletics are treated with respect and fairness. BC Athletics provides Participants with this Appeal Policy to enable fair and expedient challenges of certain decisions made by BC Athletics.

3. The SDRCC established the Safeguarding Tribunal to provide sport organizations recognized by it with a fair and expedient process for challenging certain decisions made by sport organizations, including independent personnel with expertise in dispute resolution matters.

Scope and Application of this Policy

4. This Policy applies to all Participants. Any Participant who is directly affected by a decision by the Athletics Canada Office of the Commissioner ("Commissioners Office") pursuant to the *Complaints, Dispute Resolution and Discipline Policy* shall have the right to challenge that decision in accordance with and subject to the terms and conditions of

Article 8 of the SDRCC Code. In addition to the right of a Respondent (as defined in the SDRCC Code) to challenge a proposed consequence as provided in s. 8.8 of the SDRCC Code, the alleged victim(s) of the violation or alleged violation or the person pursuing the violation (if not the victim) may submit a request to challenge a proposed consequence, and the matter shall be determined by a Safeguarding Panel, provided that such request is received no later than twenty-one (21) days after the person submitting the request has received notice of such proposed consequence.

Cost of the Challenge under the SDRCC Code

5. The Safeguarding Tribunal provides the services pursuant in Article 8 of the SDRCC Code on a fee-for-services basis. Upon receiving a request for the resolution of a dispute in accordance with the provisions of Article 8, the Safeguarding Tribunal will provide an estimate of the cost of the dispute resolution services and the amount of the retainer required before the services will be provided. The Participant challenging a decision pursuant to this Policy and the SDRCC Code must pay the amount of the retainer to the SDRCC in order to proceed with their challenge.

6. If during the process of the challenge the Safeguarding Tribunal determines that the costs of the services being provided may exceed the amount of the original retainer, the Participant challenging the decision must pay the amount of any additional retainer required by the SDRCC in order for the services to continue to be provided.

7. BC Athletics understands that following completion of the resolution of a dispute, the SDRCC will refund any amount of a retainer that is in excess of the actual fees for the services provided.

Reimbursement of Costs by BC Athletics

8. BC Athletics will reimburse to a Participant the fees paid to the SDRCC by a Participant in the following circumstances:

   a) In the context of a challenge to a "Provisional Measure", within the meaning of the SDRCC Code, the lifting of the Provisional Measure;

   b) In the context of a challenge to a finding of a violation, within the meaning of the SDRCC Code, by a Participant who/that had been found by the Commissioner's Office to have committed a violation, a finding by the Safeguarding Panel that there was no violation; a finding by the Safeguarding Panel that there was a less serious violation will not result in a requirement that BC Athletics must reimburse a Participant unless the circumstances described in (e) also apply;

   c) In the context of a challenge to a finding of no violation, within the meaning of the SDRCC Code, by a Participant who/that made a complaint or by a victim of the alleged violation and where the Commissioner's Office found there was no violation, a finding by the Safeguarding Panel that there was a violation, regardless of the seriousness of the violation;

   d) In the context of a challenge to a finding of a violation, within the meaning of the SDRCC Code, a finding by the Safeguarding Panel of bias on the part of the person or persons having made the finding of a violation; in such a case, where the provisions of Article 8 of the SDRCC Code require that there be a hearing *de novo* before the Safeguarding Panel on the finding of a violation, BC Athletics will pay any retainer required in connection with the hearing *de novo*;

   e) In the context of a challenge to a proposed consequence, within the meaning of the SDRCC Code, by a Participant on whom/which the sanction was to be imposed, the lifting of the proposed consequence by the Safeguarding Panel or, if the proposed consequence was a suspension (time limited or permanent) of the Participant's membership in BC Athletics, the imposition of a sanction other than a suspension;

   f) In the context of a challenge to a proposed consequence, within the meaning of the SDRCC Code, by a

Participant who/that made a complaint or by a victim of the violation that gave rise to the proposed consequence, the imposition by the Safeguarding Tribunal of a sanction that is more serious than the sanction originally proposed by the Commissioner's Office.

9. BC Athletics may, at its sole discretion, determine to reimburse a Participant for all or part of any retainer the Participant may have paid to the SDRCC in circumstances other than those described in s. 8 above.

Final and Binding

10. A decision of the Safeguarding Panel shall be final and binding and shall not be appealable.

Records and Distribution of Decisions

11. Notwithstanding the provisions regarding confidentiality in the SDRCC Code, decisions rendered by a Safeguarding Panel and under this Policy will be considered a matter of public record unless and to the extent decided otherwise by the Commissioner's Office, other individuals and 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.

Approved by the BC Athletics Board of Directors May 13, 2024