



# SASKATCHEWAN SOCCER ASSOCIATION

## POLICIES AND PROCEDURES MANUAL

### Section Six Alternate Dispute Resolution Policy

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# 1 Alternate Dispute Resolution

## 1.0 Purpose

- 1.0.1 SSA supports Individuals in seeking to resolve their own conflicts and recognize that, in many cases, disputes can be resolved directly and quickly in an informal way. In situations where direct action by Individuals may be inappropriate or unsuccessful, SSA supports the principles of Alternate Dispute Resolution (ADR) to resolve disputes, which can be achieved through negotiation, facilitation, and mediation. ADR avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
- 1.0.2 SSA encourages all Individuals to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences. SSA believes that negotiated settlements are most often preferable to arbitrated outcomes. Negotiated resolutions to disputes with and among Individuals are strongly encouraged.

## 1.1 Application of this Policy

- 1.1.1 This Policy applies to all Individuals.
- 1.1.2 Opportunities for ADR may be pursued at any point in a dispute when all Parties to the dispute agree that such a course of action would be mutually beneficial.

## 1.2 Facilitation and Mediation

- 1.2.1 If all Parties to a dispute agree to ADR, a mediator or facilitator, acceptable to all Parties, shall be appointed to mediate or facilitate the dispute. The costs of the mediation or facilitation shall be borne by SSA, unless agreed to otherwise with the Parties. The mediator or facilitator shall be a member of ADR Saskatchewan and shall otherwise comply with any applicable legislative or regulatory requirement to conduct mediation in the province of Saskatchewan.
- 1.2.2 Where Canada Soccer is involved in the matter, it may, upon agreement of the Parties, refer the matter for mediation using the mediation services of the Sport Dispute Resolution Centre of Canada (SDRCC).
- 1.2.3 The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and may, if they consider it appropriate, specify a deadline before which the Parties must reach a negotiated decision.

- 1.2.4 Should a negotiated settlement be reached, the settlement shall be reported to Safe Sport Liaison and the Independent Third Party. The Independent Third Party shall notify Sask Sport of any settlements that are reached (but shall not provide the settlement agreement to Sask Sport unless requested by Sask Sport). Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated settlement. Where SSA may be required to implement any part of a negotiated settlement, it shall become a Party to the mediation or it shall be given the opportunity to approve the negotiated settlement, but only with respect to aspects of the settlement that it may be required to implement.
- 1.2.5 Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator at the start of the process (if set), or if the Parties to the dispute do not agree to ADR, the dispute shall be considered under the appropriate section of the *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.

### **1.3 Final and Binding**

- 1.3.1 Any negotiated settlement will be binding on the Parties and shall, unless the Parties decide otherwise, remain confidential and will be protected by SSA's usual policies and practices regarding private and/or confidential information. Negotiated settlements may not be appealed.
- 1.3.2 No action or legal proceeding will be commenced against SSA in respect of a dispute, unless SSA has refused or failed to provide or abide by the dispute resolution processes set out in its governing documents.

### **1.4 Privacy**

- 1.4.1 The collection, use and disclosure of any personal information pursuant to this Policy is subject to SSA's usual policies and practices regarding private and/or confidential information.
- 1.4.2 SSA or any of its delegates pursuant to this Policy shall comply with SSA's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

## 2 Appendix A Definitions

- 2.0.1 *“Affected Party”* – any individual or entity, as determined by the Appeal Manager, who may be affected by a decision rendered under the Appeal Policy and who may have recourse to an appeal in their own right under the Appeal Policy.
- 2.0.2 *“Appellant”* – the Party appealing a decision pursuant to the Appeal Policy.
- 2.0.3 *“Appeal Manager”* – an individual appointed by SSA to oversee the administration of the Appeal Policy. The Appeal Manager’s responsibilities shall include those as described in the Appeal Policy. The Appeal Manager shall be independent of SSA. Appeal Managers that satisfy the relevant requirements to perform such duties can be found on the Sask Sport website here.
- 2.0.4 *“Athlete”* – includes any Individual who is registered with SSA (either directly or indirectly through their club, national sport organization or other sport organization) for either recreational or competitive purposes.
- 2.0.5 *“Board”* – the Board of Directors of SSA.
- 2.0.6 *“Case Manager”* – an independent individual appointed by SSA to fulfill the responsibilities described in the Discipline and Complaints Policy. In order to be appointed as a Case Manager, the individual must have relevant experience and skills to manage complaints and perform their duties, either as a legal practitioner or sport administrator. Case management service providers that satisfy the relevant requirements to perform such duties can be found on the Sask Sport website here.
- 2.0.7 *“Club Licensing”* - Club Licensing system in accordance with Canada Soccer’s Rules and Regulations directives whose objectives are to safeguard the credibility and integrity of Club competitions, to improve the level of professionalism of soccer in Saskatchewan, to promote sporting values in accordance with the principles of fair play as well as safe and secure match environments, and to promote transparency in the finances, management and control of MO.
- 2.0.8 *“Complainant”* – the Party making a complaint pursuant to the Discipline and Complaints Policy and as referred to in the Investigations Policy.
- 2.0.9 *“Complaint Resolution Officer”* – an individual appointed by SSA to handle the duties of the Complaint Resolution Officer as described in the Discipline and Complaints Policy. Complaint Resolution Officers that satisfy the relevant requirements to perform such duties can be found on the Sask Sport website here.
- 2.0.10 *“CONCACAF”* - Confederation of North and Central American and Caribbean Associations of Football; and is a Confederation of the FIFA.
- 2.0.11 *“Conflict of Interest”* – Any situation in which a representative’s decision-making, which should always be in the best interests of SSA, is influenced or could be perceived to be influenced by personal, organizational, family, financial, business, or other private interests.



- 2.0.12 *"Consent"* - Consent is (a) informed (knowing), (b) voluntary (freely given), and (c) active (not passive). Consent must be demonstrated by clear words or actions, indicating that a person who is legally and functionally competent has indicated permission to engage in mutually agreed upon sexual activity.
- 2.0.13 *"Criminal Record Check (CRC)"* – a search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions
- 2.0.14 *"Days"* – calendar days.
- 2.0.15 *"Director of Sanctions and Outcomes"* – the individual(s) responsible for overseeing the imposition of Provisional Measures, agreed outcomes, Sanctions and appearing before the Safeguarding Tribunal or the Appeal Tribunal in cases arising from a potential breach of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS) (or other conduct rules, as applicable) within the jurisdiction of the Office of the Sport Integrity Commissioner (OSIC).
- 2.0.16 *"Discrimination"* – as defined in the UCCMS and as amended from time to time by the Sport Dispute Resolution Centre of Canada (SDRCC).
- 2.0.17 *"Enhanced Police Information Check (E-PIC)"* – a Criminal Record Check plus a search of local police information, available from Sterling Backcheck.
- 2.0.18 *"Event"* – an event sanctioned by SSA, and which may include a social Event.
- 2.0.19 *"FIFA"* - Fédération Internationale de Football Association, which is the Governing Organization of soccer in the world.
- 2.0.20 *"Governing Body"* - The organization that has the authority to manage a judicial process as per the policies of the governing body. Governing body may refer to Canada Soccer, SSA, or Member Organizations, clubs/zones or entities that are members of SSA.
- 2.0.21 *"Harassment"* – a vexatious comment (or comments) or conduct against an Individual or group, irrespective of whether the comment or conduct occurs in person or via any other media, including social media, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:
- a) Written or verbal abuse, threats, or outbursts;
  - b) Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
  - c) Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
  - d) Leering or other suggestive or obscene gestures;
  - e) Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
  - f) Practical jokes which endanger a person's safety, or which may negatively affect performance;



- g) Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity, which does not contribute to any Individual's positive development, but is required to be accepted as part of a team or group, regardless of the individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
  - h) Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
  - i) Deliberately excluding or socially isolating a person from a group or team;
  - j) Persistent sexual flirtations, advances, requests, or invitations;
  - k) Physical or sexual assault;
  - l) Behaviours such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and
  - m) Retaliation or threats of retaliation against a person who Reports harassment to SSA.
- 2.0.22 *"Independent Third Party"* – the independent organization or individual(s) retained by Sask Sport to receive complaints and to fulfill the responsibilities outlined in the Discipline and Complaints Policy, Investigation Policy and Appeal Policy, as applicable.
- 2.0.23 *"Individuals"* – refers to all categories of members in the Bylaws of SSA including, without limitation, Life Members, Participant Members and Organizer Members, as well as all people employed by, contracted by, or engaged in activities with SSA including, but not limited to, employees, contractors, Athletes, Team Personnel, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, directors or officers.
- 2.0.24 *"Maltreatment"* – as defined in the UCCMS, and as amended from time to time by the SDRCC.
- 2.0.25 *"Match Official/Referee"* – Individuals who perform as referees, assistant referees, 4th officials, referee administrators, referee assignors, referee supervisors, referee mentors, referee leads, referee instructors and referee assessors during sanctioned soccer activities.
- 2.0.26 *"Member Organizations"* (MO) – Regular Members and Associate Members, as defined in the SSA Bylaws.
- 2.0.27 *"Minor"* – any Individual who is under the age of 18. Adult Individuals are responsible for knowing the age of a Minor.
- 2.0.28 *"Non-Pecuniary Interest"* - An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss.






- 2.0.29 *“Organizer”* – Anyone performing an activity connected with soccer at a Member Organization or entity, regardless of title, type of activity (administrative, sporting or any other) and duration of the activity. Includes all directors, officers, committee members, coaches, trainers, match officials, diversity officers, persons in charge of safety, and any other person responsible for technical, medical and/or administrative matters, members, clubs or leagues, as well as all other persons obliged to comply with SSA and Canada Soccer by-laws regardless of whether they are paid or volunteers.
- 2.0.30 *“OSIC”* – the Office of the Sport Integrity Commissioner, which is an independent division of the SDRCC, which comprises the functions of the Sport Integrity Commissioner.
- 2.0.31 *“Parties”* – in the context of a complaint under the Discipline and Complaints Policy, the Complainant and Respondent; in the context of an appeal under the Appeal Policy, the Appellant, Respondent and Affected Party (or Parties).
- 2.0.32 *“Pecuniary Interest”* – An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated.
- 2.0.33 *“Person in Authority”* – any Individual who holds a position of authority within SSA, including, but not limited to, coaches, officials, managers, support personnel, chaperones, committee members, directors or officers. In addition to the responsibilities described for Individuals in the Code of Conduct and Ethics, a Person in Authority shall be responsible for knowing what constitutes Maltreatment and Prohibited Behaviour.
- 2.0.34 *“Provisional Suspension”* – means that the Individual is barred temporarily from participating in any capacity in any Event or activity of SSA (or, as applicable, SSA’s Member Organizations), or as otherwise decided pursuant to the Discipline and Complaint Policy, prior to the decision rendered in a hearing conducted pursuant to the Discipline and Complaints Policy.
- 2.0.35 *“Power Imbalance”* – as defined in the UCCMS and as amended from time to time by the SDRCC.
- 2.0.36 *“Prohibited Behaviour”* – as defined in the UCCMS and as amended from time to time by the SDRCC.
- 2.0.37 *“Prohibited Method”* – as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
- 2.0.38 *“Prohibited Substance”* – as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
- 2.0.39 *“Reporting (or Report)”* – as defined in the UCCMS and as amended from time to time by the SDRCC.
- 2.0.40 *“Respondent”* – the Party responding to a complaint or investigation; or, in the case of an appeal, the body or organization whose decision is being appealed, or the Individual who was the subject of a decision that is being appealed.





- 2.0.41 *“Personal Information”* – Any information about an individual that relates to the person’s personal characteristics including, but not limited to: sex, gender, age, income, home address, phone number, ethnic background, family status, health history, and health conditions, athletic testing and results and email
- 2.0.42 *“PIPEDA”* - The Personal Information Protection and Electronic Documents Act (PIPEDA) sets out ground rules for how private sector organizations may collect, use or disclose personal information in the course of commercial activities
- 2.0.43 *“PSO Safe Sport Liaison”* - Each PSO will identify at least one designated individual who is responsible for acting as a representative of their organization and lead point of contact for any safe sport or dispute resolution matters. This includes, but is not limited to; 1) working directly with the Independent Third Party to select Complaint Resolution Officers, Case Managers and Appeal Managers from approved listing (on Sask Sport website), 2) ensuring major and minor sanctions are enforced, 3) ensuring mediation agreements are approved by PSO/club and upheld, 4) long-term suspensions (1 year or longer) are reported to Sask Sport, 5) screening requirements and educational/training requirements are enforced. Safe Sport Liaisons must have knowledge and experience in board governance and must have completed the Governance Essentials e-learning course offered by the Canadian Centre for Ethics in Sport.
- 2.0.44 *“Sask Cup”* – The suite of championships offered by the Saskatchewan Soccer Association
- 2.0.45 *“SSA”* – Saskatchewan Soccer Association.
- 2.0.46 *“Sexual Harassment”* – as defined in the UCCMS and as amended from time to time by the SDRCC.
- 2.0.47 *“Social media”* – the catch-all term that is applied broadly to computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, TikTok, and Twitter.
- 2.0.48 *“SDRCC”* – the Sport Dispute Resolution Centre of Canada.
- 2.0.49 *“Tampering”* – as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
- 2.0.50 *“Team Personnel”* - All supervisory team personnel including but not limited to coaches, assistant coaches, managers, trainers and other medical staff, and gender representative personnel or anyone that wishes to have access to the field of play.
- 2.0.51 *“UCCMS”* – the Universal Code of Conduct to Prevent and Address Maltreatment in Sport, as amended from time to time by the SDRCC.
- 2.0.52 *“UCCMS Participant”* - an Individual affiliated with Canada Soccer, and who has signed the required UCCMS Participant consent form.
- 2.0.53 *“Vulnerable Participant”* – as defined in the UCCMS and as amended from time to time by the SDRCC.

- 2.0.54 “*Vulnerable Sector Check (VSC)*” – a detailed check that includes a search of the RCMP Canadian Police Information Centre (CPIC) system, local police information, and the Pardoned Sex Offender database.
- 2.0.55 “*Workplace*” – any place where events, business or work-related activities are conducted. Workplaces include but are not limited to, the office or facilities of SSA, work-related social functions, work assignments outside offices, work-related travel, the training, and competition environment (wherever located), and work-related conferences or training sessions.
- 2.0.56 “*Workplace Harassment*” – vexatious comment(s) or conduct against a worker in a Workplace that is known or ought reasonably to be known to be unwelcome. Workplace Harassment should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute Workplace Harassment include, but are not limited to:
- a) Bullying;
  - b) Workplace pranks, vandalism, bullying or hazing;
  - c) Repeated offensive or intimidating phone calls, text messages or emails;
  - d) Inappropriate sexual touching, advances, suggestions or requests;
  - e) Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
  - f) Psychological abuse;
  - g) Excluding or ignoring someone, including persistent exclusion of a person from work-related social gatherings;
  - h) Deliberately withholding information that would enable a person to do his or her job, perform or train;
  - i) Sabotaging someone else’s work or performance;
  - j) Gossiping or spreading malicious rumours;
  - k) Intimidating words or conduct (offensive jokes or innuendos); and
  - l) Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.
- 2.0.57 “*Workplace Violence*” – the use of or threat of physical force by a person against a worker in a Workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker in a Workplace that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a Workplace that could cause physical injury to the worker. Types of behaviour that constitute Workplace Violence include, but are not limited to:
- a) Verbal or written threats to attack;
  - b) Sending or leaving threatening notes, text messages or emails;
  - c) Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
  - d) Wielding a weapon in a Workplace;

- e) Hitting, pinching or unwanted touching which is not accidental;
- f) Dangerous or threatening horseplay;
- g) Physical restraint or confinement;
- h) Blatant or intentional disregard for the safety or wellbeing of others;
- i) Blocking normal movement or physical interference, with or without the use of equipment;
- j) Sexual violence; and
- k) Any attempt to engage in the type of conduct outlined above.