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Bylaw Amendments for Consideration in 2019

Items in **red** are changed from current bylaws

Current Wording	Amended Wording	Rationale
<p>3.2.5 All SSA Member Organizations, as per CANADA SOCCER Bylaws, shall adopt by December 31, 2017, a clause inserted in their Bylaws, Policies or regulations, specifying that the Member Organization, its members, leagues, clubs, players, and organizers shall:</p> <p>a) Not invoke the aid of the ordinary courts without first exhausting all available remedies within the Saskatchewan and Canadian Soccer Association policies and processes to resolve any and all disputes or disagreements between them.</p> <p>b) Comply with the Code of Conduct and Ethics of the SSA and CANADA SOCCER.</p> <p>c) Comply with the principles of the Formal Complaints and Discipline processes of the SSA and the Disciplinary Code of CANADA SOCCER.</p>	<p>3.2.5 All SSA Member Organizations, as per CANADA SOCCER Bylaws, shall maintain a clause inserted in their Bylaws, Policies or regulations, specifying that the Member Organization, its members, leagues, clubs, players, and organizers shall:</p> <p>a) Not invoke the aid of the ordinary courts without first exhausting all available remedies within the Saskatchewan and Canadian Soccer Association policies and processes to resolve any and all disputes or disagreements between them.</p> <p>b) Comply with the Code of Conduct and Ethics of the SSA and CANADA SOCCER.</p> <p>c) Comply with the principles of the Formal Complaints and Discipline processes of the SSA and the Disciplinary Code of CANADA SOCCER.</p>	<p>To remove the date and make this an ongoing requirement</p>



Current Wording	Amended Wording	Rationale:
12. JURISDICTION	Title Change - 12. JUDICIAL PROCESSES & JURISDICTION	To ensure continued
<p>12.1 Jurisdiction</p> <p>12.1.1 SSA shall have jurisdiction with respect to disputes between parties where the disputes involve SSA and its Members.</p> <p>a) The Association shall establish independent Formal Complaints processes to manage Complaints, Dispute Resolution, Discipline and Appeals which meet the standards of Canada Soccer Disciplinary Code, Canada Soccer Code of Conduct and Ethics and Sask Sport Inc. and, which operate independently of the Board and the Directors, and, whose terms of reference shall be set out in the policies of the SSA.</p> <p>b) SSA shall comply with, and shall require its Members to comply with, any final decision of FIFA, the Court of Arbitration for Sport, Alternative Dispute Resolution Institute Saskatchewan (ADRIS), the Sport Dispute Resolution Centre of Canada (SDRCC), Canada Soccer and its Judicial Bodies, and the SSA.</p>	<p>Title Change - 12.1 Processes</p> <p>MOVED to 12.2.1 without amendment</p> <p>12.1.1 No Change in wording</p> <p>MOVED & AMENDED - SEE NEW 12.3.2 b) below</p>	<p>compliance with Canada Soccer Bylaws and to remove specific references to dispute resolution mechanisms which are more appropriately defined within SSA Policy.</p>



New Section Created	New Section - 12.2 Jurisdiction
	MOVED FROM 12.1.1 without Amendment - 12.2.1 SSA shall have jurisdiction with respect to disputes between parties where the disputes involve SSA and its Members.
12.1.2 CANADA SOCCER and its Judicial Bodies shall have jurisdiction with respect to disputes between parties where the disputes involve CANADA SOCCER and its Members.	No Change in wording 12.2.2
12.1.3 FIFA shall have jurisdiction with respect to disputes between Canada Soccer and parties belonging to other FIFA Member Associations and/or Confederations. a) In accordance with Articles 66-68 of the FIFA Statutes, any appeal against a final and binding FIFA decision shall be heard by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, with the exception of appeals on violations of the FIFA Laws of the Game, suspensions of up to four matches or up to three months, or decisions passed by an independent and duly constituted Arbitration Tribunal of an Association or Confederation.	No Change in wording 12.2.3



<p>12.2 — Access to the Courts and Other Remedies</p>	<p>Title Change - 12.3 Dispute Resolution</p>
<p>12.2.1 SSA, upon request by the parties in dispute, may agree to provide mediation/arbitration services to assist in resolving disputes without prejudice.</p> <p>a) All costs of the mediators appointed in accordance with this Section shall be borne equally by the parties to the dispute or the controversy.</p> <p>b) All costs of the arbitrators appointed in accordance with this Section shall be borne by such parties as may be determined by the arbitrators.</p>	<p>No Change in wording 12.3.1</p>



<p>12.2.2 Saskatchewan Soccer and its Members shall not invoke the aid of the ordinary courts, without first exhausting all Formal Complaints processes of Saskatchewan Soccer and judicial processes of Canada Soccer and/or other remedies which may be available, including access to ADRIS or SDRCC, to resolve any and all disputes or disagreements between them.</p> <p>a) Any recourse to the courts of any jurisdiction in a dispute by any Member before all rights of appeal and all the rights and remedies of the By-laws, policies and processes of the SSA and CANADA SOCCER have been exhausted, shall be deemed a violation and breach of these By-laws.</p> <p>12.2.1 b) SSA shall comply with, and shall require its Members to comply with, any final decision of FIFA, the Court of Arbitration for Sport, Alternative Dispute Resolution Institute Saskatchewan (ADRIS), the Sport Dispute Resolution Centre of Canada (SDRCC), Canada Soccer and its Judicial Bodies, and the SSA.</p>	<p>12.3.2 In the event that a dispute or controversy among SSA and its Members, players, and/or officials arising out of or related to the Articles, By-laws, Rules and Regulations, the Code of Conduct and Ethics, the Disciplinary Code or policies of Saskatchewan Soccer, is not resolved between the parties, such disputes shall not be submitted to the ordinary courts of law.</p> <p>a) Instead of recourse to ordinary courts of law, provisions shall be made for arbitration by an independent and duly constituted arbitration tribunal recognized under the procedures of SSA or SSA Member Organization.</p> <p>Moved from former 12.1.1 b) -</p> <p>b) SSA shall ensure its full compliance and that of its Members, players, officials, match agents and intermediaries with any final decision of FIFA, the Court of Arbitration for Sport, Canada Soccer and its Judicial Bodies, SSA and its Judicial Processes, or the ruling of all independent and duly constituted arbitration tribunals recognized under the procedures of SSA or an SSA Member Organization.</p>	<p>Reference to dispute resolution mechanisms, ADRIS and SDRCC, are removed from the Bylaws and details will now be referenced in the Policies of the SSA.</p>
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<p>12.2.2 b) Any Member, who, in a dispute, has sought court action before exhausting all proper procedures of appeal, will be liable for all legal costs and disbursements incurred by the SSA.</p> <p>12.2.2 c) Any Member who, having exhausted all proper procedures of appeal, proceeds with court action, will be liable for all legal costs and disbursements incurred by the SSA, should the courts rule in favour of the SSA.</p> <p>12.2.2d) In the event that a dispute is not resolved between the parties prior to seeking relief from the courts, then access to remedies such as ADRIS or SDRCC shall be considered as outlined in SSA Policy.</p> <p>i. Any Member who wishes to access such remedies will be liable for all costs and disbursements incurred by the SSA or its Member(s), should the ruling be in favour of the SSA or its Member(s).</p>	<p>12.3.2 c) No change in wording</p> <p>12.3.2 d) No change in wording</p> <p>Former 12.2.2 d) REMOVED</p>	
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