

## Sport Law Connect Program

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# **Code of Conduct for SLCP Participants & Complaint Process**

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## 1. PURPOSE AND APPLICATION

This Code of Conduct sets out the standards of conduct governing the professional and ethical responsibilities of the Sport Law Connect Program Participants. It is intended to complement, if any, existing legal and professional requirements. Individuals are expected to conduct themselves at all times in a manner consistent with the values of the SLCP that include fairness, integrity, accountability, excellence, accessibility and respect.

The Sport Law Connect Program Administrators are empowered to investigate any alleged breaches of this Code and impose sanctions which may include the expulsion of a SLCP Participant, more particularly but not exclusively through the application of the SLCP Complaint Process herein, as amended from time to time.

Some articles may, in context, apply solely to Facilitators or solely to Panel Members.

## 2. DEFINITIONS

All terms defined in the SLCP Guidelines carry the same meaning in the present document.

- a) “Code” means this Code of Conduct, as amended by the SLCP Administrators from time to time;
- b) “Complainant” means the Person who files a complaint under this current Code;
- c) “PIPEDA” or “the Act” means the *Personal Information Protection and Electronic Documents Act*; and
- d) “SLCP Administrators” means the Sport Dispute Resolution Centre of Canada (hereinafter “SDRCC”) and/or the Designated Provincial Administrator (hereinafter “DPA”).

## 3. OBJECTIVES

- a) Provide comprehensive guiding principles for the conduct of SLCP Participants;
- b) Educate SLCP Participants on their obligations and responsibilities as to the conduct expected from them;
- c) Publicly reaffirm the commitment of the SLCP Administrators to offer quality dispute resolution services to the Canadian sport community; and
- d) Promote public confidence in the services provided by the SLCP and in the use of alternative dispute resolution mechanisms in general.

## 4. RESPONSIBILITIES

*SLCP Participants shall:*

- i) Possess knowledge of and comply with the various SLCP policies, rules and guidelines, as enumerated in the Participant Agreement;
- ii) Conduct all proceedings in accordance with applicable rules and policies; and

- iii) Not commit or condone an unethical or illegal act or invoke another to do so.

## 5. EXPECTED BEHAVIOUR

### 5.1 Independence and Impartiality

*SLCP Participants shall:*

- i) Accept an appointment only if fully satisfied to be impartial and independent from the Parties, their representatives and potential witnesses;
- ii) Immediately disclose any interest or relationship, reasonably known at any given time, which may adversely affect their independence or impartiality (or appearance thereof) or the credibility of the SLCP;
- iii) Not be influenced by outside pressure or self-interest;
- iv) Render decisions that are just, deliberate and based on merits only; and
- v) Refrain from acting as an advocate for any party to an SLCP proceeding.

### 5.2 Accessibility, Fairness and Courtesy

*SLCP Participants shall:*

- i) Avoid impropriety in communications with SLCP Parties and Administrators and avoid ex parte communications when acting as Panel Member;
- ii) Act fairly, without discrimination or favouritism, in a manner respectful of diversity and of social and cultural differences;
- iii) Communicate with participants even-handedly, respectfully and sensitively and encourage mutual respect among the Parties;
- iv) Ensure that the Parties have an adequate understanding of the procedural aspects of the process and have adequate opportunities to participate, whether or not they are represented;
- v) Refrain from unduly influencing Parties involved in proceedings; and
- vi) Refrain from providing legal or professional advice to any Party as part of the services offered through the SLCP, even if they are qualified to do so.

### 5.3 Quality, Consistency and Integrity

*SLCP Participants shall:*

- i) Accept an appointment only if available to devote the time and attention to meet the timeliness standards of the SLCP and satisfy the reasonable expectations of the Parties concerning a timely resolution;
- ii) Make all reasonable efforts to prevent delaying tactics, harassment of Parties or other participants, or other abuse or disruption of the dispute resolution process;

- iii) Be fully apprised of the dispute and prepare appropriately prior to commencing a proceeding;
- iv) Not delegate any duty to decide to another Person unless permitted to do so by Parties or the applicable rules; and
- v) Not engage in conduct that exploits their position as a SLCP Participant for self-interest.

#### **5.4 Professionalism and Competence**

*SLCP Participants shall:*

- i) Maintain a high level of professional competence and knowledge required to discharge their SLCP obligations and duties;
- ii) Remain in good academic standing and attend mandatory local orientation/ training seminars provided by SLCP Administrators from time to time;
- iii) Welcome feedback and fully cooperate in addressing any complaint;
- iv) Refrain from publicly denigrating another SLCP Participant, a Party to a case, a decision, an organization involved with the Program, or the SLCP Administrators; and
- v) Refrain from carrying on any activity or behavior which could be considered as conduct unbecoming of an SLCP Participant or bring the SLCP or its Administrators into disrepute.

#### **5.5 Confidentiality, Disclosure and Privacy**

*In accordance with the PIPEDA, SLCP Participants shall:*

- i) Refrain from disclosing or using for other purposes any confidential information obtained through SLCP proceedings, even beyond the termination of their mandate with the SLCP, unless compelled by law to disclose it;
- ii) Promote understanding among the Parties of their duty to confidentiality during the SLCP proceedings;
- iii) Properly store and, within such reasonable time after the closing of a file as is needed in the eventuality of an attack on the proceedings in a court of law, dispose of confidential notes, records, files, information, documents and communications relating to SLCP proceedings; and
- iv) Forward to the DPA any request by the media to speak about a pending case or decision of the SLCP.

## 6. VIOLATION OF THE CODE OF CONDUCT

### 6.1 Allegation of Infraction

- a) Failure by a Participant to achieve the expected standards set out above may result in a finding of an infraction and the imposition of disciplinary measures.
- b) All disciplinary situations will be dealt with by the SLCP Administrators and the Participant alleged to have breach the present Code.
- c) Where an allegation of potential infraction to the present Code is raised by a Party to a case, a representative or a witness, or an SLCP Administrator, the Participant will be informed in writing of the allegation(s) and be provided with an opportunity to respond in writing and/or orally, at his or her own discretion.

### 6.2 Range of Penalties

- a) Penalties for confirmed infractions, which may be applied singly or in combination, include the following:
  - i) Verbal or written warning;
  - ii) Requirement to issue a verbal or written apology;
  - iii) Suspension from getting assigned SLCP cases for a designated period of time;
  - iv) Permanent expulsion from the SLCP; and
  - v) Any other sanction considered appropriate for the infraction.
- b) Participants known to have provided legal advice while acting under the SLCP shall be automatically expelled from the Program.

## 7. COMPLAINT PROCESS

The SLCP Complaint Process is intended as an administrative procedure to serve as a quality control mechanism for the SLCP. It is not intended to review, change or overturn a decision or outcome of a case during which the SLCP Participant is alleged to have breached the present Code.

### 7.1 Admissible Complaint

The SLCP will only accept complaints that explicitly refer to a breach of one or more article(s) of the *Code of Conduct for SLCP Participants*.

The SLCP may receive complaints filed by any of the Parties, representatives, witnesses or observers in a dispute resolution process, concerning Participants conducting such process under the jurisdiction of the SLCP, provided that the dispute resolution process:

- has concluded. For example, this means that the Panel Member's or the Facilitator's jurisdiction has come to an end before the complaint will be processed; and
- is not subject to appeal or judicial review by any Party.

Complaints may also be filed by others who have first-hand knowledge of a possible breach of the Code of Conduct by a SLCP Participant conducting a procedure under the jurisdiction of the SLCP.

The SLCP will not accept:

- complaints limited to the outcome of the decision (trying to overturn or re-do an arbitration or facilitation or substitute for an appeal); and
- frivolous, patently trivial, vexatious, repetitive or abusive complaints.

## 7.2 Filing & Review of a Complaint

- a) Only written and fully completed complaints filed using the Complaint Form, as found in Appendix A, will be accepted.
- b) The Complaint Form must be signed by the Complainant and sent to the DPA.
- c) The complaint shall be submitted within 45 days, irrespective of weekends and holidays, following the completion of the dispute resolution process.
- d) The Participant alleged to have committed an infraction will be provided with a time limit to provide a written or oral response to the complaint. A Participant who fails to respond to the complaint within that time limit will be deemed to have waived his or her right to respond.
- e) The complaint shall be reviewed by the SLCP Administrators in accordance with the principles of procedural fairness.

## 7.3 Outcome

- a) The Outcome of the review process will be communicated in writing to both the Participant and the Complainant in a timely fashion.
- b) If the SLCP Administrators find that a complaint is substantiated, the outcome may include any of the remedies as stated in Article 6.2 of this Code.
- c) The remedies, if any, are at the sole discretion of the SLCP Administrators with no further recourse by the Participant or the Complainant

(The Complaint Form is available in Word format from the SLCP Administrators)

## COMPLAINT FORM

This form shall be used in conjunction with the documents entitled *Code of Conduct for SLCP Participants and Complaint Process*. Please answer all questions and send the completed form to [sportconnect@crdsc-sdrcc.ca](mailto:sportconnect@crdsc-sdrcc.ca). Incomplete forms will not be processed.

### A. Identification

#### 1. Complainant

- 1.1 Surname: \_\_\_\_\_ First Name: \_\_\_\_\_
- 1.2 Address: \_\_\_\_\_ City: \_\_\_\_\_
- Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_
- 1.3 Telephone(s) and fax: Home: ( ) - \_\_\_\_\_ Mobile: ( ) - \_\_\_\_\_
- Work: ( ) - \_\_\_\_\_ Fax: ( ) - \_\_\_\_\_
- 1.4 Email address: \_\_\_\_\_ @ \_\_\_\_\_ or \_\_\_\_\_ @ \_\_\_\_\_

#### 2. Authorized Representative of the Complainant (e.g. counsel, coach, parent, etc.)

- 2.1 Surname: \_\_\_\_\_ First Name: \_\_\_\_\_
- 2.2 Address: \_\_\_\_\_ City: \_\_\_\_\_
- Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_
- 2.3 Telephone(s) and fax: Home: ( ) - \_\_\_\_\_ Mobile: ( ) - \_\_\_\_\_
- Work: ( ) - \_\_\_\_\_ Fax: ( ) - \_\_\_\_\_
- 2.4 Email address: \_\_\_\_\_ @ \_\_\_\_\_ or \_\_\_\_\_ @ \_\_\_\_\_

#### 3. Case from Which the Complaint Originates (if available)

- 3.1 Number: \_\_\_\_\_
- 3.2 Date of termination of the procedures\*: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- Day / Month / Year

\* Please provide as attachment a copy of the written confirmation of the termination of the procedures (final decision, settlement agreement or declaration, investigation report). If this complaint is filed more than 45 days following the termination of the procedures, please provide in appendix any proof or argument to justify the extension of the time limit.



**SLCP - COMPLAINT FORM**

**B. Nature of the Complaint**

**4. SLCP Participant against whom you are filing the complaint**

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

**5. Please specify which principle(s) of conduct, as outlined in the *Code of Conduct for SLCP Participants*, is(are) alleged to have been breached by the Participant:**

- Independence and Impartiality                       Professionalism and Competence
- Accessibility, Fairness, and Courtesy               Confidentiality, Disclosure and Privacy
- Quality, Consistency, and Integrity

**6. Please provide a detailed explanation of the behaviour of the Participant that in your opinion constitutes a breach of the *Code of Conduct for SLCP Participants* and specify to which provision(s) of the Code of Conduct they relate.**

(Code of Conduct provision number:    )

**C. Exhibits or Other Evidence**

**7. Please list below all the exhibits or other evidence, if applicable, which are attached to this form in support of your complaint, so that your allegations can be fully and properly investigated.**

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**D. Declaration and Signature**

I, the undersigned, file this complaint pursuant to the *Code of Conduct for SLCP Participants and Complaint Process*, which I have read and understood;

I, the undersigned, declare that the dispute resolution process or the investigation process identified in Section 3 above has ended and that its outcome is not subject to an appeal or an application for judicial review by any party;

I, the undersigned, agree and undertake in writing not to use any of the information obtained during the course of this complaint process for any purpose other than the Complaint Process, including any civil action against the Participant or against the SLCP Administrators, or any application for judicial review.

Name: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature: \_\_\_\_\_ Day / Month / Year