

**SPORT DISPUTE RESOLUTION CENTRE OF CANADA (SDRCC)  
CENTRE DE RÈGLEMENT DES DIFFÉRENDS SPORTIFS DU CANADA (CRDSC)**

No: SDRCC 16-0298

Keegan Christ  
(Claimant)

and

Speed Skating Canada (SSC)  
(Respondent)

and

Steven Dubois  
Marc-Olivier Lemay  
(Affected Parties)

**REASONS FOR DECISION**

1. The Claimant had initially challenged the discretionary decision of the Respondent's High Performance Committee Short Track (the "HPCST") made in May and/or June 2016, to not name him to the National Developmental Team (the "Team").
2. That challenge led to my award dated August 29, 2016 (the "Award") under the *Canadian Sport Dispute Resolution Code* (the "Code"), in which I held in part as follows:

After considering all of the evidence and arguments advanced, I have decided that this decision of the HPCST should be set aside. I exercise my power under article 6.17 of the Code and name the Claimant to the National Developmental Team.

Should the impact of my decision be that the Claimant replaces one of the Affected Parties on the National Developmental Team, I leave it to the Respondent to determine as per its required processes who is to be replaced. I note that the Affected Parties had notice of the proceedings but declined to participate.

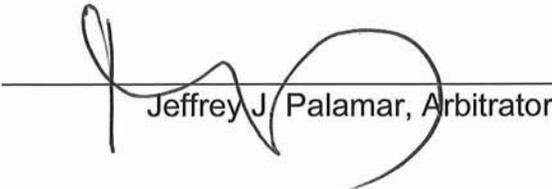
3. The Claimant now applies under Section 6.23 of the Code to seek clarification of the Award. He asserts that as a result of the Award and being placed on the Team he should automatically receive the full carding and associated benefits provided by Sport Canada.
4. As it was clear that referring this application for clarification back to the Resolution Facilitator would likely not be effective in resolving issues arising from the interpretation of the Award, the parties were directed to make written submissions

on how the Award may have been misinterpreted, what should occur, and anything else deemed relevant.

5. Having had a chance to review those submissions I now rule on the application and hold that there is no basis for the automatic grant of full carding and associated benefits from Sport Canada as a result of the Claimant being selected to the Team.
6. To start, my Award was never intended to provide the Claimant with anything greater than he would have had, had the selection process been carried out appropriately by the HPCST. I found in favour of the Claimant in my Award, and as I concluded that the selection process had not been completed appropriately, and that the only result that could flow if it were completed appropriately would be his selection to the Team, I awarded him a discretionary spot on the Team.
7. Throughout the hearing itself, I heard nothing addressing the question of what specific benefits flowed from being selected to the Team. Rather, the entire focus was whether the Respondent's HPCST properly considered and applied the required criteria. I was not asked to rule on and did not determine one way or the other whether the Claimant had any particular right to carding or other benefits. I only ruled on whether or not he should have been selected.
8. It now seems that the Claimant had the belief that being named to the Team would result in him achieving automatically Sport Canada carding and other financial benefits. I do not know why that would be the case and during the hearing there was no evidence led on that. In the context of the present application, the Respondent has provided information to suggest that indeed this is not the case, that (in summary) it provides information to Sport Canada, that Sport Canada allocates funding on a prioritized basis as it deems appropriate, and discretionary selections do not receive Sport Canada carding.
9. My placing of the Claimant on the Team as a discretionary selection would not necessarily, and did not in this case, cause him to be one of the athletes who would have received carding and these other benefits from Sport Canada. According to the Respondent, discretionary selections do not receive Sport Canada carding and benefits. Instead, they receive funding directly from the Respondent. This apparently is far less than the Sport Canada support, but nonetheless that is what they get as discretionary selections.
10. The Claimant raises various concerns about the Respondent's naming of the Affected Parties in this matter, how it appears that none was displaced by his placement on the Team, and somehow tries to link that back to an allegation that the Respondent has not implemented the Award appropriately. Respectfully, I find no basis for that. My understanding is that someone has retired and so effectively that opened up a spot on the Team without the need to displace anyone. At the time of the hearing, even if the Respondent perhaps knew of what was at the time an as yet unannounced possible retirement, but chose not to present that in evidence, that is not relevant.

11. The retirement does not lead to the Claimant leap frogging towards the top of the pool of athletes selected for the Team, but simply opens up a spot into which the Claimant was ultimately placed, based on a proper application of the selection criteria. Placing him on the Team does not mean that he necessarily receives whatever benefits some others on the Team might receive or might have received, rather, he simply receives what he would be entitled to receive as a discretionary selection to the Team. That would not be an automatic grant of Sport Canada carding and benefits.
12. I acknowledge the Claimant's concern that in the process of the hearing the Respondent certainly took the position that the case was about more than simply a selection and that it had funding implications as well. That is true and it did as of course the Claimant by virtue of his ultimate selection to the Team, is receiving funding that he otherwise would not have received. Had it been necessary to displace one of the Affected Parties (which did not occur, as a result of the retirement) then that person would not have received the financial support that he otherwise received. Funding implications therefore were in fact at play along with the selection.
13. The Claimant also raises a concern that one of the Respondent's filings in the present application made the statement that the Claimant had already received the first of his funding payments from the Respondent. According to the Claimant, he in fact had not yet received it at the time of the Respondent's filing as payment to him was conditional on him signing the athlete agreement and he had not done so yet.
14. I understand that this would be the standard athlete agreement that any athlete would be required to sign, or at least I have no reason to doubt that, and therefore while the Respondent's submission was incorrect because the athlete agreement had apparently not been signed as of that time, I do not infer any bad faith or intent to mislead here. Rather, the reality seems to be that the funding had been offered to the Claimant who had not yet received it as he had not yet signed the athlete agreement. Once he did, he would receive the funding. I have no reason to believe that the athlete agreement would properly be anything that would be objectionable to him or was anything not required of any athlete named to the Team, and nothing the Claimant has submitted would lead to that conclusion.
15. As a result, the Claimant's application is rejected.

Signed in Winnipeg, Manitoba, this 27<sup>th</sup> day of September, 2016.

  
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Jeffrey J. Palamar, Arbitrator