Ontario Amateur Wrestling Association
Discipline and Complaints Policy

Definitions

1. The following terms have these meanings in this Policy:
   a) "*Association"* – Ontario Amateur Wrestling Association
   b) "*Complainant*" – The Party alleging a violation by an Individual of any of the Association's policies, bylaws, rules, regulations or codes of conduct
   c) "*Complaint*" – A complaint submitted under this Policy which alleges that an Individual has violated any of the Association's policies, bylaws, rules, regulations or codes of conduct
   d) "*Days*" – Days including weekend and holidays
   e) "*Individuals"* – All categories of membership defined in the Association's Bylaws, as well as all individuals engaged in activities with the Association including, but not limited to, athletes, coaches, referees, officials, volunteers, administrators, committee members, and directors and officers of the Association
   f) "*Party" and* "*Parties*" – These terms relate to the Individuals involved in a Complaint submitted under this Policy and include the Complainant and the Respondent to a Complaint
   g) "*Policy*" means this Discipline and Complaints Policy
   h) "*Records*" includes any tangible thing in hard copy or electronic form, that contains accessible information or data, including but not limited to documents, video and audio recordings
   i) "*Respondent*" – The Party whom the Complainant alleges committed a violation by an Individual of any of the Association's policies, bylaws, rules, regulations or codes of conduct
   j) *"Adjudicator/Arbitrator"* – May be used interchangeably throughout to refer to the individual (or may be a Committee) who reviews/decides on a complaint.

Purpose

2. The purpose of this Policy is to provide a structured and summary process for the determination of Complaints submitted to the Association, and for the determination of the appropriate consequences for any violation of the Association's policies, bylaws, rules, regulations or codes of conduct.

Application of this Policy

3. This Policy applies to all Individuals relating to matters that may arise during the course of Association's business, activities, and events including, but not limited to, competitions, practices, training camps, travel associated with Association activities, and any meetings relating to the Association's activities.

4. This Policy also applies to Individuals' conduct outside of the Association's business, activities, and events when such conduct adversely affects relationships within the Association (its work and/or sport environment) or is detrimental to the image and reputation of the Association.

5. This Policy does not prevent discipline from being applied during a competition or event. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity or event only. Further discipline may be applied according to this Policy based on a Complaint being submitted as to same if a Complainant can establish that further discipline is appropriate in the circumstances.

Reporting a Complaint

6. Any Individual may report a Complaint to the Association. A Complaint must be in writing and submitted in the form made available at **Click HERE**, along with all supporting Records with respect

to the Complaint, all of which must be submitted to the Association's Provincial Director via the following e-mail address: admin@oawa.ca.

7. Any Complaint must be filed within fifteen (15) days of the alleged violation. Anonymous Complaints may be accepted at the sole discretion of the Association or its permitted delegate, including but not limited to, the President of the Association or a complaints committee created by the Association.

8. Complaints from underage or otherwise vulnerable members may be filed on their behalf by a third party who is also a member of the Association.

9. A Complainant wishing to file a complaint outside of the fifteen (15) day period must provide a written statement giving reasons for why an exemption to this limitation is fair and reasonable in the circumstances. The decision to accept or deny the Complaint outside of the fifteen (15) day period will be at the sole discretion of the Association. This decision may not be appealed.

10. The Association may, should it opt to do so in its absolute and unfettered discretion, act as the Complainant and initiate the Complaint process under the terms of this Policy. In such cases, the Association will identify an individual to represent the Association.

11. In the Complaint or Response form, the Complainant/Respondent may request an outside Arbitrator (external to the Association). In either case, the party requesting the outside Arbitrator will pay the cost for this outside Arbitration. If both parties request it, they will split the costs.

Case Manager

12. The Association President (or a designate of the President should the President opt to delegate his or her authority under this Policy) shall be responsible for determining any issues raised in a Complaint that are to be determined by the Association as provided in this Policy. If the President has a conflict of interest with respect to the issues raised in the Complaint, it shall be mandatory for the President to delegate his or her responsibility for determining issues as set out in this Policy to another member of the Association who is free of conflicts.

13. Following the filing of a Complaint and all supporting Records, the President (or President's designate) will appoint a Case Manager without conflicts to oversee the management and administration of the Complaint. Such appointment is not appealable by any of the Parties. The Case Manager may be a staff member of the Association, but is also not required to be a member of the Association.

14. The Case Manager's responsibilities under this Policy shall be as follows:
    a) Providing a full copy of the Complaint and all supporting Records submitted with same to the Respondent;
    b) Proposing the use of the Association's Dispute Resolution Policy to the Parties and coordination of proceedings under the Dispute Resolution Policy should the Parties agree to the use and application of the Dispute Resolution Policy;
    c) The Case Manager will review the Complaint to determine if the nature of the complaint involves a potential breach of OAWA Policies. The Case Manager will recommend to the President if the matter should proceed or be withdrawn. Further, the President will determine if the matter will be withdrawn or proceed. Either decision by the Case Manager or the President it not subject to Appeal.

d) Providing administrative assistance and logistical support to the Adjudicator as required, including without limitation facilitating communications between the Parties and between the Parties and the Adjudicator; and
e) Providing any other service or support that may be necessary to ensure a fair and timely proceeding.

Procedures

15. Following the Case Manager's appointment, the Case Manager shall provide a full copy of the Complaint and all supporting Records provided by the Complainant to the Respondent, and shall direct the Respondent to submit a response in writing (the "**Response**") in the form made available at **Click HERE**, along with all supporting Records with respect to the Respondent's response, all of which must be submitted to the Case Manager through the means determined by the Case Manager.

16. The Response and all supporting Records must be submitted within fifteen (15) days of the Respondent's receipt of the Complaint and all supporting Records in support of same. A Respondent wishing to file a Response outside of the fifteen (15) day period must provide a written statement giving reasons for why an exemption to this limitation is fair and reasonable in the circumstances. The decision to accept or deny the Response outside of the fifteen (15) day period will be at the sole discretion of the Association. This decision may not be appealed.

17. In the Complaint or Response form, the Complainant/Respondent may request an outside Arbitrator (external to the Association). In either case, the party requesting the outside Arbitrator will pay the cost for this outside Arbitration. If both parties request it, they will split the costs. The part(ies) requesting arbitration will be given an estimated cost for this, and will be required to pay the arbitrator (directly) in advance.

18. Should the Response form and supporting Records not be submitted within the fifteen (15) day period and no extension of time be granted (a "**Default**"), then the Case Manager, with the assistance of the Association, shall appoint the Adjudicator to determine the Complaint if the Complainant indicated their consent to the Adjudicator being a member of the Association or otherwise being involve in the Association. If a Default occurs, and the Complainant has indicated that they require that the Adjudicator be external to the Association, then the Complainant shall select and engage the Adjudicator. The Adjudicator shall then determine the appropriate disciplinary sanction, if any. The Adjudicator may still require further evidence or hold a hearing for the purpose of determining an appropriate sanction, if any. If a Response form and supporting Records be submitted within the permitted time frame, then the remaining provisions of this portion of this Policy apply.

19. Upon receipt of the Response form and supporting Records from the Respondent, the Case Manager shall provide copies thereof to the Complainant. The Case Manager will then propose to the Parties the application of the Association's *Dispute Resolution Policy* with the objective of resolving the dispute.

20. If the dispute is not resolved under the *Dispute Resolution Policy* or the Parties refuse to participate in the process set out in the *Dispute Resolution Policy*, and if one of the Parties has indicated in either the Complaint form or Response form that they require the Adjudicator to be external to the Association, then the Case Manager will be responsible for the appointment of the Adjudicator. If either party objects to the selection, they can appeal the selection by providing the basis for their object to the President of the OAWA who will either uphold the Case Manager's selection or ask the Case Manager to choose an alternate Arbitrator. The President's decision to agree to or reject the Appeal itself cannot be appealed.

21. Once appointed, the Adjudicator will then review the Complaint form and the Response form and all supporting Records provided and shall decide the next steps in the determination of the Complaint, and shall issue a procedural order to the Parties as to same. This decision may not be appealed, and it is entirely in the discretion of the Adjudicator as to whether or not submissions from the Parties shall be considered with respect to the process to be followed. Without limitation, the next steps in determination of the Complaint may involve, in the Adjudicator's discretion, determination of the matter on the basis of the Records already before the Adjudicator, the provision of further evidence, information or arguments by either or both of the Parties at the Adjudicator's specific request, the conducting of an in-person or remote hearing where witnesses may or may not be questioned and oral arguments from the Parties may or may not be heard, or a combination of these methods. The proceedings will be governed by the procedures that the Adjudicator deems appropriate in the circumstances, provided that:

    a) The Parties will be given reasonable advance notice of any deadlines for provision of further evidence, information or arguments, as well as of the day, time, and place of any hearing;
    b) All Records, evidence, information and arguments which a Party is permitted to submit shall be shared with the other Party in advance of a hearing and/or a decision being rendered;
    c) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense;
    d) The Adjudicator may request that any other individual participate and provide evidence, either in the form or Records or at a hearing, and the Case Manager, the Association and the Parties shall work to facilitate same;
    e) The Adjudicator may allow as evidence any oral evidence given at a hearing and any Record relevant to the subject matter of the Complaint, but may exclude any evidence that the Adjudicator deems to be inappropriate, immaterial, irrelevant, unduly repetitious, and shall place such weight on the evidence as the Adjudicator deems appropriate;
    f) The Adjudicator shall determine the consequence, if any, of any procedural deadline being missed by any Party; and
    g) The Adjudicator shall render decisions in writing with reasons as to any procedural issues or requests made by any of the Parties and shall ensure that both Parties have the opportunity to address any such issues or requests raised by the other Party.

22. If the Respondent acknowledges the facts alleged in the Complaint and waives the right to be heard, the Adjudicator shall determine the appropriate disciplinary sanction, if any. The Adjudicator may still require further evidence or hold a hearing for the purpose of determining an appropriate sanction, if any.

23. If a Party chooses not to participate in the process for determination of the Complaint as determined by the Adjudicator, the Adjudicator will nonetheless determine the Complaint.

24. In fulfilling its duties, the Adjudicator may obtain independent advice or assistance.

Freedom from Conflicts of Interest

25. All individuals responsible for any handling or decision-making with respect to any Complaint under this Policy, including the President, the President's designate, the Case Manager and Adjudicator will be free of any conflicts of interest with respect to the issues raised in the Complaint. This does not require that all such bodies or individuals have no previous knowledge of or acquaintance with the Complainant or the Respondent. It will suffice if they are capable of applying their judgment in a fair, reasonable and unbiased manner. Following their receipt and review of the Complaint and the

Response, the President and/or the President's delegate, and the Case Manager and the Adjudicator shall declare in writing to the Association, Complainant and Respondent that they are free of conflicts and bias with respect to the issues raised in the Complaint.

Decision

26. After hearing and/or reviewing the matter, the Adjudicator will determine whether any violation of any of the Association's policies, bylaws, rules, regulations or codes of conduct (an "**Infraction**") has occurred and, if so, the sanctions to be imposed. Within forty-five (45) days of the conclusion of the proceedings set by the Adjudicator for determination of the Complaint, the Adjudicator's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Association. The Adjudicator may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the forty-five (45) day period. The decision will be considered a matter of public record unless decided otherwise by the Adjudicator.

Sanctions

27. The Adjudicator may dismiss the Complaint in its entirety, may determine that no sanction is necessary or may apply any of the following disciplinary sanctions, singularly or in combination:
    a) Written reprimand
    b) Written apology
    c) Service or other contribution to the Association
    d) Removal of certain privileges
    e) Suspension from certain teams, events, and/or activities
    f) Suspension from all Association activities for a designated period of time
    g) Withholding of awards
    h) Payment of the cost of repairs for property damage
    i) Suspension of funding from the Association or from other sources
    j) Expulsion from the Association
    k) Any other sanction considered appropriate for the Infraction

28. Unless the Adjudicator decides otherwise, any disciplinary sanctions will begin immediately. Failure to comply with a sanction as determined by the Adjudicator will result in automatic suspension until such time as compliance occurs.

29. Infractions that result in the application of a disciplinary sanction will be recorded and all related Records will be maintained by the Association for a period of at least ten (10) years from the conclusion of any disciplinary sanction being imposed.

Suspension Pending a Hearing

30. The Association may determine that an alleged Infraction is of such seriousness as to warrant suspension of a Respondent pending completion of criminal proceedings or the decision of the Adjudicator.

Responsibility for Costs

31. If the Complainant or Respondent requires that the Adjudicator be external to the Association, then the Part(ies), and not the Association, shall be responsible for paying all expenses, fees or costs that must be paid to the Adjudicator for their provision of services in this role. If the Complainant indicates in the Complaint form that they require that the Adjudicator be external to the Association, the Complainant shall pay the fees of the Adjudicator as they accrue and are billed, including any advance retainers required by the Adjudicator. If the Complainant consents to the Adjudicator being

a member of the Association or otherwise involved with the Association, and the Respondent indicates in the Response form that they require the Adjudicator to be external to the Association, then the Respondent shall pay the fees of the Adjudicator as they accrue and are billed, including any advance retainers required by the Adjudicator.

At the conclusion of the Complaint, the Adjudicator shall determine whether a Party shall be liable to pay to the other Party who paid such fees during the proceedings any portion of or the entirety of the fees paid by the other Party with respect to the services of the Adjudicator. This determination shall be made in writing with reasons provided, shall be reasonable and shall be based on factors including, but not limited to, whether the Complaint had merit, whether the Complaint should have been made and advanced, whether the Complaint was made maliciously or on reasonable grounds, and the conduct of the Parties during the Complaint proceedings, including any actions or omissions that tended to lengthen or shorten the proceedings.

If both parties have requested an Outside Arbitrator, then they will split the costs for the Arbitration.

Failure to pay the costs for the Arbitrator by either party will be taken as grounds for a Complaint under the OAWA Complaints Policy.

Criminal Convictions

32. A Member's conviction for any of the following *Criminal Code* offenses will be deemed an Infraction under this Policy and will result in expulsion from the Association:
    a) Any child pornography offences
    b) Any sexual offences
    c) Any offence of physical or psychological violence
    d) Any offence of assault
    e) Any offence involving trafficking of illegal drugs

    This decision may be appealed as per section 28 below.

Confidentiality

33. The discipline and complaints process is confidential and involves only the Parties, the President or the President's designate, the Case Manager, the Adjudicator, and any independent advisors to the Adjudicator. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or Complaint to any person not involved in the proceedings.
34. Once the Complaint process has concluded and unless the Adjudicator makes an order to the contrary, the details of the complaint, process, and outcome will be published by the OAWA.

Timelines

35. If the circumstances of the Complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Adjudicator may direct that these timelines be revised.

Records and Distribution of Decisions

36. Other individuals or organizations may be advised of any decisions rendered in accordance with this Policy.

Appeals Procedure

37. A Party may appeal the outcome of a Complaint as follows:

a) A Party may appeal the determination of whether there as an Infraction.

b) A Party member may appeal the severity of or the nature of any sanction or penalty that was imposed.

c) An appeal to a decision regarding a disciplinary matter must be filed, in writing, to the attention of the President of the Association care of the Provincial Office within five (5) calendar days of the receipt of the written decision.

d) Any such appeal should clearly state the grounds/basis for the Appeal, for example that Association's Code of Conduct Policy was not followed or that the Adjudicator showed bias in their review of the matter, or that the sanction imposed was unreasonable or excessive.

e) The Association President (or a designate from the Board of Directors of the Association if the President is not reasonably available to fulfil this role) will review the Appeal and determine if there are reasonable grounds for the appeal, and if so deemed will establish an Appeals Committee will review the Appeal.

f) The Decision to reject an Appeal is NOT subject to Appeal.

g) The Appeals Committee will not include the Adjudicator who determined the matter in the first instance.

h) The Appeals Committee will examine the record that was before the Adjudicator and the grounds/basis of the Appeal and will determine its own findings.

i) The Appeals Committee will then determine a course of action which may include:

- requesting that the Parties to the appeal provide submissions in writing or at a hearing.
- upholding the decision of the Adjudicator.
- determining that the Adjudicator's decision as to whether an Infraction occurred, or the nature of the Infraction found by the Adjudicator, was incorrect.
- determining that no sanction is required.
- determining that a new sanction will be applied.

38. Any decision regarding a disciplinary matter made by the Appeals Committee is final, except as provided in the Constitutions and Bylaws of the Association.