



Athletics Tasmania

Grievance Policy

This Policy has been adopted by the Athletics Tasmania (AT) Board in accordance with clause 8 and 24 of the AT Constitution. It is binding on AT and all members of AT.

Approved by the AT Board on 28 November 2016

1. Introduction

This Policy has been created to set out the procedures and requirements relating to grievance and discipline of members of Athletics Tasmania

This policy has been created in accordance with Clause 8 and 24 of the AT Constitution.

2. Interpretation

Words and phrases in this policy have the same meanings as in the AT Constitution and this policy is to be read in conjunction with (and subject to) the AT Constitution.

3. Definitions

AA	Athletics Australia
Act	Associations Incorporations Act 1964
Arbitrator	A person appointed to decide upon a grievance in accordance with this policy
AT	Athletics Tasmania
Board	The Directors of AT elected or appointed under the Constitution from time to time
Constitution	The AT Constitution as amended from time to time
EO	Executive Officer
Grievance	A grievance or dispute as defined in clause 8 of the Constitution (not being a matter that is capable of being dealt with under any other Policy of AT that has its own process for the determination of disputes).
Mediator	A person appointed to mediate a grievance in accordance with this grievance policy
Member	A member of AT as defined in clause 6 of the Constitution
Notice of Grievance	A notice in writing which sets out all relevant acts, facts, matters and things relevant to a grievance.

4. Jurisdiction

All Members will be subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of AT, whether defined under this grievance policy, other policies or the Constitution.

This Policy applies to a grievance between:

- (a) any members of AT as defined by clause 6 of the AT Constitution;
- (b) any grievance referred to AT pursuant to any AT Policy provided the person raising the grievance has first exhausted all avenues of resolving it; or
- (c) a grievance or dispute between a Member Club and its members only if:
 - i. it is alleged that there has been a failure to:

- A. follow or implement (whether properly or at all) any clauses, regulations or other requirements or process for dealing with the grievance; and/or
 - B. a failure to provide natural justice; and
- ii. AT has determined in writing that such grievance or dispute is not vexatious or frivolous.

No party to a grievance may commence any proceedings in a court of law or any tribunal unless and until the procedures set out in this Policy have been followed.

5. Process for resolving a Grievance

- 5.1** A Member seeking to rely on this Policy must first give a *Notice of Grievance* to the EO of AT and to the other party or parties to a grievance except when:
- a) the grievance directly involves the Executive Officer; or
 - b) the grievance is being lodged by the EO

In which case the *Notice of Grievance* must be given to the Chair of AT.

- 5.2** The parties to the grievance must meet and discuss the matter within 21 days of the date of the *Notice of Grievance* and, if possible, resolve the grievance. If the party raising the grievance fails to do so without reasonable excuse, this Policy shall not apply. If the parties are unable to resolve the grievance within that time or such other time as may be agreed by them, or if a party (other than the party raising the grievance) fails to meet with the other party or parties as required without reasonable excuse, then the parties must, within 10 days, hold a meeting in the presence of a Mediator.
- 5.3** The Mediator must be:
- a) a person chosen by agreement between the parties; or
 - b) in the absence of agreement:
 - (i) in the case of a grievance between a Member Club and another Member Club, a person appointed by the Board; or
 - (ii) a person appointed by the EO or his or her delegate who is not so connected with one or more parties to the grievance such that the Mediator may be or may reasonably be considered to be impartial.
- 5.4** Subject to clause 5.3, an individual who is a Member of the Member Club or a Director of AT can be a Mediator.
- 5.5** The parties to the Grievance must, in good faith, attempt to settle the grievance by mediation.

- 5.6** The Mediator, in conducting the mediation, must:
- a)** give the Parties to the mediation process every opportunity to be heard; and
 - b)** allow due consideration by all parties of any written statement submitted by any party.
- 5.7** The parties to mediation may be legally represented at the mediation if the Mediator in his or her sole discretion considers that such representation is likely to assist in a resolution of the grievance.
- 5.8** The Mediator must not determine the grievance.
- 5.9** If the mediation process does not result in the grievance being resolved, either party may within 28 days after the mediation request the appointment of an Arbitrator in accordance with this Policy. The Arbitrator shall have power to resolve the grievance or, in the case of a determination to suspend or otherwise affect a Member Club's membership of AT only, to make a recommendation to the Board.
- 5.10** The Arbitrator shall be an independent person who is appointed by the Board. The Arbitrator shall not be:
- a)** an employee of AT;
 - b)** a Director of AT; or
 - c)** a person who is so connected with one or more parties to the grievance such that the Arbitrator may be or may reasonably be considered to be other than impartial.
- 5.11** The arbitration shall be conducted in accordance with and subject to, the Institute of Arbitrators and Mediators Australia Clauses for the Conduct of Commercial Arbitrations and in the case of an urgent matter the Institute of Arbitrators and Mediators Australia Expedited Clauses for the Conduct of Commercial Arbitrations.
- 5.12** The parties shall rely on the documents submitted for the purposes of mediation, save that the arbitrator may, upon application, allow further written material to be admitted by one or more parties.
- 5.13** The parties to arbitration shall be entitled to be legally represented, at their own cost, in any proceeding before the Arbitrator.
- 5.14** Other than in the case of a determination by the Arbitrator to recommend to AT Directors that a Member Club's membership of AT be suspended or otherwise affected, the decision of the arbitrator shall be final and binding on all of the parties to the grievance.

5.15 Notwithstanding the existence of a grievance each party shall continue to be bound by their respective obligations under the Constitution and all policies, and regulations of AT.

6. Clauses relating to all Disputes

6.1 A parent or legal guardian of a Member may not raise a grievance under this Policy unless such member is under 18 years of age at the time when a Notice of Grievance is given under this Policy.