



GRIEVANCE PROCEDURE

1.	APPLICATION AND FFA'S JURISDICTION.....	2
2.	FIFA'S JURISDICTION	2
3.	STATE FEDERATIONS' JURISDICTION.....	2
4.	APPOINTMENT OF GRIEVANCE ARBITRATORS.....	4
5.	JURISDICTION OF GRIEVANCE ARBITRATOR.....	4
6.	RIGHT OF REFERRAL	4
7.	ESTABLISHMENT OF APPEALS TRIBUNAL.....	5
8.	JURSDICTION AND COMPOSITION OF APPEALS TRIBUNAL	5
9.	TIMEFRAMES.....	6
10.	FEE	6
11.	HEARING PROCEDURES.....	7
12.	DETERMINATION AND COSTS	7
13.	RIGHT OF APPEAL	9
14.	ADMINISTRATION AND EXPENSES	10
15.	NOTICE.....	10
16.	DEFINITIONS AND INTERPRETATION	11

PART A: APPLICATION AND JURISDICTION

1. APPLICATION AND FFA'S JURISDICTION

- 1.1 The following procedures apply exclusively to facilitate the expeditious and fair resolution of Grievances that arise between FFA, State Federations, District Associations, Clubs, Players, Officials and Agents (**Participants**).
- 1.2 Each Participant submits exclusively to the jurisdiction of the Grievance Procedure and agrees that unless and until the Grievance Procedure has been exhausted, it will not attempt to resolve any Grievance in a court of law.
- 1.3 This Grievance Procedure binds Participants and applies exclusively for the resolution of Grievances, including those that arise in relation to:
 - (a) an appeal from a sanction imposed or decision made by:
 - (i) a State Federation (once that State Federation's own grievance procedure has been exhausted);
 - (ii) FFA in a matter referred to FFA by a State Federation; or
 - (iii) FFA exercising its right of intervention in a State Federation, District Association or Club investigation or hearing;
 - (b) a National League, including its Framework Documents;
 - (c) a National Championships, including its Framework Documents;
 - (d) a National Team, including its Framework Documents;
 - (e) a disciplinary sanction imposed or sought to be imposed by FFA for an infringement of the Laws of the Game; and
 - (f) an appeal from a Participant from a sanction imposed or decision made by FFA under its Rules and Regulations, including the Code of Conduct, Member Protection Policy or any licensing or accreditation program.
- 1.4 This Grievance Procedure does not apply to policies under FFA Rules and Regulations that have their own dispute resolution procedures, such as the Anti-Doping Policy and the National Teams Selection Policy.

2. FIFA'S JURISDICTION

- 2.1 If a Participant has or is involved in a dispute or grievance within the jurisdiction of FIFA Statutes, that Participant:
 - (a) submits to the jurisdiction of FIFA, including the jurisdiction of the Court of Arbitration for Sport in accordance with the procedures specified in the CAS Code of Sports-Related Arbitration; and
 - (b) agrees to comply with the decisions passed by the Court of Arbitration for Sport.

3. STATE FEDERATIONS' JURISDICTION

- 3.1 A State Federation must:
 - (a) have a grievance procedure that applies exclusively to facilitate the expeditious and fair resolution of disputes or grievances that arise between Participants within that State Federation's jurisdiction, including its District Associations, Clubs, Players and Officials;
 - (b) bind its Participants so that not they cannot attempt to resolve any Grievance in a court of law;
 - (c) ensure its grievance procedure is not inconsistent with any term of this Grievance Procedure; and
 - (d) submit its grievance procedure to FFA for prior approval.

- 3.2 If a Grievance arises under the jurisdiction of a State Federation, the Participant submits to the jurisdiction of that State Federation's grievance procedure and must first exhaust its remedies under that grievance procedure before it initiates a Grievance in accordance with this Policy.
- 3.3 A State Federation may apply to FFA to have a Grievance referred directly to this Grievance Procedure if it thinks the matter is best dealt with by this Grievance Procedure.
- 3.4 A State Federation must ensure that its District Associations comply with the terms of clauses 3.1 to 3.3 (inclusive), including by submitting their grievance procedures to the State Federation for approval.

PART B: APPOINTMENT AND JURISDICTION OF GRIEVANCE ARBITRATORS

4. APPOINTMENT OF GRIEVANCE ARBITRATORS

- 4.1 FFA must appoint a panel of at least 3 persons to act as Grievance Arbitrators.
- 4.2 FFA's Chief of Staff is appointed to the panel. FFA's Chief of Staff may delegate this appointment from time to time to FFA's General Counsel or Head of Operations.
- 4.3 The members of the panel must include:
 - (a) a legally qualified person with at least 4 years experience to assist in the determination of contractual disputes; and
 - (b) a football expert to assist in the determination of disciplinary charges.
- 4.4 FFA may appoint an ad hoc Grievance Arbitrator to deal with Grievances that arise only in relation to a specific tournament staged or sanctioned by FFA, including a National Championships.
- 4.5 If a Grievance Arbitrator resigns or is unwilling or unable to continue to act, FFA will appoint a replacement.
- 4.6 FFA will notify Participants of the panel of Grievance Arbitrators from time to time, including through its website www.footballaustralia.com.au.

5. JURISDICTION OF GRIEVANCE ARBITRATOR

A Grievance Arbitrator has jurisdiction to determine all Grievances that arise, directly or indirectly, within FFA's jurisdiction, including those specified in clause 1 above.

6. RIGHT OF REFERRAL

A Grievance Arbitrator may refer a Grievance directly to the Appeals Tribunal if before the start of the hearing, he or she thinks the matter is best dealt with by the Appeals Tribunal.

PART C: ESTABLISHMENT AND JURISDICTION OF APPEALS TRIBUNAL

7. ESTABLISHMENT OF APPEALS TRIBUNAL

7.1 The Appeals Tribunal is established and will comprise a panel of at least 6 independent experts appointed by FFA as follows:

- (a) a Chair;
- (b) a Deputy Chair;
- (c) 2 members; and
- (d) 2 former professional Football players.

7.2 The members of the panel must include:

- (a) a legally qualified person with at least 4 years experience to assist in the determination of contractual disputes;
- (b) a medical expert to assist in the determination of player injuries; and
- (c) a football expert to assist in the determination of disciplinary charges.

7.3 If an Appeals Tribunal member resigns or is unwilling or unable to continue to act, FFA will appoint a replacement.

8. JURISDICTION AND COMPOSITION OF APPEALS TRIBUNAL

8.1 The Appeals Tribunal has jurisdiction to:

- (a) determine Grievances referred directly by a Grievance Arbitrator under clause 6; and
- (b) hear appeals from Determinations of a Grievance Arbitrator.

8.2 Unless the parties to the proceedings otherwise consent, the Appeals Tribunal must comprise:

- (a) 3 persons; and
- (b) in hearing any Grievance that involves a Player, one of the former professional Football players.

8.3 A member of the Appeals Tribunal cannot hear or determine any Grievance if that member has a conflict of interest, actual or perceived, including if he or she is a director or employee of any party to the Grievance or if there is any other reason where a private or personal interest could influence the way the member performs his or her duties.

8.4 Each member of the Appeals Tribunal has a single vote and all decisions of the Appeals Tribunal will be made by majority vote. If there is an equality of votes, the Chair has the casting vote.

PART D: TIMEFRAMES AND HEARING PROCEDURES

9. TIMEFRAMES

- 9.1 If a party has an express contractual right to refer a Grievance to this Grievance Procedure within certain timeframes, that party must do so in accordance with those timeframes. This includes:
- (a) within 7 days after the date on which the purported action was taken under the men's National League Player Contract System;
 - (b) within 7 business days of receipt of notice of termination of a men's National League Standard Player Contract;
 - (c) within 7 days after the date on which FFA's action was taken under the Disciplinary Regulations; and
 - (d) within 14 days after the date on which the purported action was taken under FFA's Code of Conduct or Member Protection Policy.
- 9.2 If a party (**complainant**) has a Grievance with another party (**respondent**) not covered by clause 9.1, the following procedure exclusively applies:
- (a) the complainant must first discuss the Grievance with the respondent and each party must use his or her best efforts to resolve the Grievance;
 - (b) if the Grievance is not resolved to the satisfaction of the complainant within 7 days of that discussion, the complainant must serve a written notice on the respondent setting out the particulars of the Grievance;
 - (c) the respondent must notify the complainant of its decision in writing within 7 days after receipt of the complainant's notice;
 - (d) if the respondent does not reply within 7 days, or if its decision does not resolve the Grievance to the satisfaction of the complainant, the complainant must:
 - (i) give written notice to the Administrator within 7 days after the earlier of the receipt of the respondent's notice or the expiration of the 7 days that it wants a hearing before a Grievance Arbitrator;
 - (ii) specify the relevant facts, the reason for the Grievance, any relevant contractual terms and the requested remedy; and
 - (iii) copy the respondent on that notice; and
 - (e) if a Grievance is urgent and any further discussion between the parties is unlikely to resolve that Grievance, the Grievance may be referred directly to the Administrator by notice in accordance with sub-paragraphs (ii) and (iii) of clause 9.2(d).
- 9.3 Once the Administrator receives a notice under clause 9.1 or 9.2, the Administrator must:
- (a) arrange for the appointment of a Grievance Arbitrator; and
 - (b) set a hearing date and time within 14 days of receipt of that notice.
- 9.4 Any timeframes specified in this Grievance Procedure may be extended only by:
- (a) written agreement of the parties; or
 - (b) the Administrator where an extension would be just and reasonable.
- 9.5 This Grievance Procedure does not apply, and the Administrator will not accept any notice, if more than 2 years have elapsed since the subject matter of the Grievance arose.

10. FEE

- 10.1 A party initiating a Grievance in accordance with clause 9, must pay an administration fee to FFA of \$125 if a natural person (such as Player, Official or Agent) and \$500 if an entity (such as State Federation, District Association or Club).

11. HEARING PROCEDURES

- 11.1 Hearings are not bound by the rules of evidence usually applicable to proceedings in courts of law, but all hearings must be conducted in accordance with the principles of natural justice, including that a respondent to a Grievance has had:
- (a) reasonable and sufficient notice of the Grievance; and
 - (b) the opportunity to be heard and to make submissions in relation to the issues of merit and sanction.
- 11.2 A party must provide to the Administrator a copy of any written submissions, materials or documents it intends to rely on in the hearing at least 2 business days before the start of that hearing. If it fails to do so, that party is not, without the leave of the Grievance Arbitrator, allowed to submit them into evidence at the hearing.
- 11.3 The Grievance Arbitrator has the right to determine all procedures to be adopted in hearing a Grievance and may during the course of any hearing:
- (a) admit and request the production of documents or any relevant written evidence available to a Participant or any other person, including reports from Match Officials, declarations from the parties and witnesses, expert opinion and video or audio recordings;
 - (b) order the attendance of any person for the purpose of asking questions relevant to the Grievance; or
 - (c) grant or order an adjournment to provide parties with additional time or to consider additional information.
- 11.4 At the start of a hearing, the Administrator will:
- (a) open proceedings with a summary of the Grievance;
 - (b) report on the dispute resolution steps previously undertaken by the parties;
 - (c) present the evidence as received by the parties; and
 - (d) advise as to any relevant Rules and Regulations or Framework Documents.
- 11.5 At a hearing:
- (a) a party may attend in person or by phone;
 - (b) a party may be legally represented;
 - (c) if a professional Player is a member of the PFA, that Player may be represented by an officer or employee of the PFA;
 - (d) FFA or a State Federation, District Association or Club may be represented by an officer or employee of that party;
 - (e) FFA reserves the right to be heard and to make submissions;
 - (f) a Grievance Arbitrator must, and the Appeals Tribunal may, refuse entry to any person who is not directly involved in the Grievance, including the media; and
 - (g) any witness that a party intends to call to give evidence in a hearing must remain outside the hearing room until called to give evidence.
- 11.6 If a party fails to attend a hearing, the Grievance can be heard and determined in that party's absence, including as to determination of the charge and/or sanction.

12. DETERMINATION AND COSTS

- 12.1 A Grievance Arbitrator:
- (a) must determine all Grievances by reference to:
 - (i) relevant FFA Rules and Regulations and Framework Documents; and
 - (ii) considerations of general justice and fairness;
 - (b) must within 7 days after the end of a hearing, provide a Determination of the Grievance setting out his or her reasons to the Administrator; and
 - (c) may at any time correct, vary or set aside a Determination if there is a manifest error in the expression of that Determination.

- 12.2 FFA must keep a register of all Determinations made by a Grievance Arbitrator and make those Determinations available to a Participant on request.
- 12.3 Subject only to the right of appeal set out in clause 13, all Determinations of a Grievance Arbitrator are final and binding on all parties.
- 12.4 Each party must bear its own costs in relation to any Grievance, except if a Grievance Arbitrator awards costs where he or she is of the opinion that a party vexatiously or frivolously initiated or defended a Grievance.

PART E: RIGHT OF APPEAL

13. RIGHT OF APPEAL

- 13.1 If a party to a Grievance heard by a Grievance Arbitrator wants to appeal the Determination, it must:
- (a) give written notice to the Administrator within 7 days after receipt of that Determination that it wants to appeal the Determination, specifying its grounds of appeal;
 - (b) pay any award or fine the subject of that Determination to FFA before the Appeals Tribunal conducts the appeal, unless the party making the appeal can satisfy FFA that there are exceptional and compelling circumstances; and
 - (c) pay an appeal fee to FFA of \$500 if a natural person (such as Player, Official or Agent) and \$2,000 if an entity (such as State Federation, District Association or Club).
- 13.2 The Administrator must convene an Appeals Tribunal to hear the appeal as soon as practicable, but within 14 days of receipt of that notice.
- 13.3 The Appeals Tribunal will rehear the Grievance and the terms of Part D (Timeframes and Hearing Procedures) will apply to the rehearing of the Grievance and a reference to "Grievance Arbitrator" is a reference to "Appeals Tribunal".
- 13.4 The Appeals Tribunal has the power to:
- (a) dismiss, allow in whole or part, or vary (whether by way of reduction or increase) any Determination of the Grievance Arbitrator;
 - (b) substitute its own sanctions or finding; or
 - (c) impose any sanction or make any finding that the Grievance Arbitrator could have imposed or made.
- 13.5 If a rehearing is successful, the Administrator must refund to that party the appeal fee. There is no appeal from the hearing of the Appeals Tribunal and, subject only to clause 12.1(c), its decision will be final and binding on all parties.

PART F: ADMINISTRATION

14. ADMINISTRATION AND EXPENSES

14.1 The Administrator must:

- (a) collate all documents and evidence received by the parties or relevant to the Grievance;
- (b) provide copies of notices and Determinations to the parties to the Grievance;
- (c) convene all hearings of a Grievance Arbitrator and the Appeals Tribunal as soon as practicable and, if an urgent hearing is required, convene an urgent hearing;
- (d) be the central point of contact for the parties to a Grievance and ensure that all timeframes and requirements are met; and
- (e) perform all tasks prescribed to the Administrator and any incidental tasks necessary to ensure the smooth and efficient operation of this Grievance Procedure.

14.2 Hearings of a Grievance Arbitrator may be heard in person or by phone.

14.3 Hearings of the Appeals Tribunal will be conducted at FFA's head office in Sydney, New South Wales.

14.4 FFA must meet all administrative costs of the Administrator and the conduct of this Grievance Procedure.

14.5 Each party must meet its own expenses incurred in initiating or defending a Grievance, including preparation and attendance costs and airfares and accommodation expenses.

15. NOTICE

15.1 A party notifying or giving notice under this Grievance Procedure must notify in writing and in English.

15.2 A notice will be deemed received:

- (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
- (b) if sent by post, 3 days after the posting; and
- (c) if sent by email or facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's email or facsimile machine records a successful transmission).

PART G: DEFINITIONS AND INTERPRETATION

16. DEFINITIONS AND INTERPRETATION

16.1 In this Grievance Procedure:

Administrator means the person appointed by FFA from time to time to administer the Grievance Procedure and to present the facts and evidence at hearings.

Agent means a person who is licensed by FFA from time to time to act as a player agent under FFA Rules and Regulations or who otherwise meets the requirements of FIFA Statutes.

Club means any club or team that is from time to time:

- (a) a member of, or affiliated to, FFA or a State Federation or District Association;
- (b) admitted by FFA to field a team in a National League; or
- (c) admitted by FFA to field a team in a National Championships.

Club Official means any personnel involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, consultants, officers and directors.

Determination means a written determination of a Grievance by an Arbitrator or the Appeals Tribunal in accordance with clause 12.1.

District Association means a member or district association that is a member of, or affiliated to, a State Federation from time to time.

FIFA Statutes means the statutes and accompanying standing orders and regulations promulgated by FIFA from time to time.

Framework Documents mean the agreements, regulations and policies as they relate to the establishment, conduct or promotion of a National League or National Championships, including terms of participation, Player or Official contracts, operations manuals and tournament regulations.

Grievance means a dispute that arises directly or indirectly out of or in relation to the participation of a Participant in Football in Australia, including a dispute about the breach, termination, validity, or subject matter of the Framework Documents, FFA's Rules and Regulations, the Laws of the Game or any appeal arising from a grievance or dispute that arises through the State Federation dispute resolution framework.

Match means any match staged or participated in by FFA, a State Federation, a District Association or a Club or a match that is otherwise sanctioned by or played under the auspices of FFA, including any pre or post season, trial or exhibition match.

Match Official means a referee, assistant referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by FFA or a State Federation or District Association to assume responsibility in connection with a Match.

National Championships means any male and female national championships staged or sanctioned by FFA from time to time, including the National Youth Championships.

National League means the national men's and women's club competitions or tournaments conducted under the auspices of FFA, including the semi finals, preliminary final and grand final and any pre or post season or knockout cup competition conducted, organised or sanctioned by FFA.

National Team means any national team squad selected or nominated by FFA, including the men's and women's senior, under age, Olympics, Futsal and beach Football teams or any other national representative team determined by FFA from time to time.

Official means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, consultant, officer and director of FFA, a State Federation or a District Association; or
- (c) a member of a council, committee, panel or body constituted by FFA, a State Federation or a District Association.

PFA or **Professional Footballers' Association** means the Australian association (Registration No. A 0027415N ARBN 083 328 581) that represents the employment and welfare interests of professional players.

Player means any person who is, from time to time, registered with, or contracted to, a Club or is selected as a member of a National Team, whether that person is an amateur or professional.

Rules and Regulations means FFA's constitution and by-laws and the rules and regulations and policies and procedures as developed or implemented by FFA from time to time, including the Player Contract System (for the men's National League), Disciplinary Regulations, Code of Conduct, Member Protection Policy and Privacy Policy.

State Federation means a State or Territory federation or association that is a member or interim member of FFA from time to time.

Team Official means any personnel involved with the management, preparation or participation of a Club or a National Team (whether paid or unpaid), including the coaches, managers, medical staff (including team or match doctor), physiotherapists, gear persons and other support staff.

16.2 In this Grievance Procedure:

- (a) any use of the word 'includes' or words such as 'for example' or 'such' do not limit anything else that is included in general speech;
- (b) any reference to '\$' or 'dollars' is to Australian dollars;
- (c) all amounts are GST exclusive; and
- (d) 'day' means a day when the offices of FFA are ordinarily open for business.

16.3 FFA will interpret all terms of this Grievance Procedure and any such interpretation will be final and binding on every person. FFA may issue guidelines to assist in that interpretation.

16.4 FFA may vary this Grievance Procedure from time to time or make such further rules as it deems fit, including to implement changes to FIFA Statutes.