



Baseball Australia

Personal Grievances Policy

Policy Name:	Personal Grievances Policy
Date of Approval:	1 July 2022
Policy Coverage:	Interpersonal disputes that arise in the context of involvement in Baseball, but do not involve a breach of a National Integrity Framework policy or other Baseball Australia policy
Date of Review:	1 July 2023

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1. Background

1.1 Purpose

This Policy has been adopted alongside the BA NIF and other policies of BA to establish a formal process for Relevant Persons and Relevant Organisations engaging with Baseball to resolve interpersonal conflicts and disputes that arise in the context of their involvement in Baseball, but do not involve a breach of a NIF policy or other BA policy.

1.2 Definitions

Activity means a game, contest, competition, event, program or activity (including training), whether on a one-off basis or as part of a series, league, competition or tournament, sanctioned or organised by BA or other Sport Organisation.

Affiliate Member means an organisation recognised under clause 10(d)(ii) of the BA Constitution.

Authorised Provider means the Australian Baseball League Pty Ltd, or other organisations authorised to conduct Activities approved, affiliated or sanctioned by BA or Member Organisations.

Baseball means the sport of baseball as recognised, controlled and by BA and World Baseball Softball Confederation (**WBSC**) from time to time and includes:

- (a) The sport for athletes with disabilities; and
- (b) Modified form of the sport developed for junior development and other purposes.

Baseball Australia (BA) means Australian Baseball Federation Limited (ACN 639 940 435).

Club means any club that enters one or more Teams to participate in an Activity and includes a Member Organisation or other organisation entering a team in an Activity delivered by BA or an Authorised Provider.

Contractor means any person or organisation engaged to provide services for or on behalf of BA or a Sport Organisation, and includes agents, advisers, and subcontractors of BA or a Sport Organisation and employees, officers, volunteers, and agents of a contractor or subcontractor.

Employee means a person employed by BA or a Sport Organisation.

Individual Member means a person who is a member of a Member Organisation, Affiliate Member or other organisation which participates in Activities sanctioned or conducted under the auspices of BA under clause 10(d)(iii) of the BA Constitution.

Member Organisation means each State Member of BA recognised under clause 10(d)(i) of the BA Constitution.

National Integrity Framework (NIF) means the set of “National Integrity Framework” integrity policies produced by Sport Integrity Australia from time to time.

NST means the National Sports Tribunal.

NST Legislation means the *National Sports Tribunal Act 2019* (Cth) (**NST Act**) and all legislative and notifiable instruments adopted under the NST Act as in force from time to time.

Participant means:

- (a) Athletes who are registered with or entitled to participate in an Activity;
- (b) A person who participates in, and or attends, an Activity, including people who may not be a member;
- (c) Coaches appointed to train an Athlete or Team in an Activity;

- (d) Administrators who have a role in the administration or operation of a Sport Organisation or BA, including owners, directors, committee members or other persons;
- (e) Officials including referees, umpires, technical officials, or other officials appointed by a Relevant Organisation or any competition, series or Team sanctioned by a Relevant Organisation;
- (f) Support Personnel who are appointed in a professional or voluntary capacity by a Relevant Organisation or any competition, series or Team sanctioned by a Relevant Organisation including sports science sports medicine personnel, team managers, agents, selectors, and team staff members; and/or
- (g) Parents/carers and spectators who are subject to registration conditions or venue conditions of entry that bind them under this Policy.

Personal Grievance means any type of interpersonal conflict or dispute between Relevant Persons or between Relevant Persons and Relevant Organisations including conduct that falls short of the threshold for abuse, bullying, harassment, or sexual misconduct under the BA Member Protection Policy or does not otherwise engage the rules, policies or by-laws of a Sport Organisation.

Policy means this Personal Grievances Policy including any schedules and annexures.

Protected Disclosure means, where the Sport Organisation is a “regulated entity” under the whistleblower laws in the Corporations Act 2001 (Cth), a disclosure of information to the Sport Organisation that qualifies for protection under those laws.

Relevant Organisation means any of the following organisations:

- (a) BA
- (b) A Sport Organisation;
- (c) A Team; and
- (d) Any other organisation that has agreed to be bound by this Policy.

Relevant Person means any of the following individuals:

- (a) An Individual Member;
- (b) A Participant;
- (c) An Employee;
- (d) A Contractor;
- (e) A Volunteer; and
- (f) Any other individual who has agreed to be bound by this Policy.

Sport Organisation which means and includes:

- (a) A Member Organisation;
- (b) A Club; and
- (c) An Authorised Provider.

Team means any collection or squad of athletes who compete and/or train in the sport of Baseball and/or an Activity.

Volunteer means any person engaged by BA or a Sport Organisation in any capacity who is not otherwise an Employee or Contractor, including directors and office holders, coaches, officials, administrators and team and support personnel.

2. Jurisdiction

2.1 Who the Policy applies to:

This Policy applies to Relevant Persons and Relevant Organisations.

2.2 When the Policy applies

- (a) This Policy applies to Personal Grievances between Relevant Persons and Relevant Organisations in their capacity as Relevant Persons or Relevant Organisations relating to their involvement in the sport of Baseball.
- (b) The Policy does not apply to the following:
 - (i) A breach of a policy under the BA NIF;
 - (ii) A breach of another Sport Organisation policy;
 - (iii) A Protected Disclosure;
 - (iv) Disputes that are mischievous, vexatious or knowingly untrue;
 - (v) Disputes relating to the employment of a Relevant Person; or
 - (vi) Interactions between Relevant Persons and Relevant Organisations that are not related to the sport of Baseball and/or are not in their capacity as Relevant Persons or Relevant Organisations.

3. Dealing with Personal Grievances

3.1 Informal Steps for resolving Personal Grievances under this Policy

- (a) Relevant Persons and Relevant Organisations are encouraged to attempt to resolve any Personal Grievance that is subject to this Policy amongst themselves in the first instance.
- (b) Where a Personal Grievance is unable to be resolved directly through discussion, or one of the parties to the disagreement is uncomfortable with approaching the other party directly or is otherwise unable to do so, the matter may then be referred to the management of the Sport Organisation at the level at which the dispute occurred.

[For example, if the subject of the Personal Grievance relates to interactions at local club level and the parties to the Personal Grievance are unable to resolve it amongst themselves, it may then be referred to the management of that Club.]
- (c) Where the relevant Sport Organisation or a member of the administration of the relevant Sport Organisation is a party to a Personal Grievance, the matter should instead be referred to the management of the Sport Organisation of the next level up.

[For example, if a dispute at local Club level involves an individual involved in the running of the Club, it should instead be referred to the relevant state-level organisation.]

3.2 Facilitated Resolution of Personal Grievances

- (a) Subject to this clause 3.2, a Sport Organisation to whom a Personal Grievance is referred may either:
 - (i) Refer the matter to the NST for mediation or conciliation with the agreement of the parties to the Personal Grievance and BA; or
 - (ii) With the agreement of the parties to the Personal Grievance, appoint an independent third party to assist in resolving the Personal Grievance in accordance with clause 5.
- (b) If BA or a member of the administration of BA is a party to a Personal Grievance, the matter should instead be referred to the NST and managed in accordance with the processes of the NST Legislation.
- (c) Where a Personal Grievance arises below the national level but is brought to BA for resolution, BA may refer the Personal Grievance to the NST for mediation or conciliation with the agreement of the parties to the Personal Grievance.
- (d) The Personal Grievance will be considered closed under this Policy once the facilitated resolution process conducted by the independent third party or the NST has concluded. Any ongoing issues between the parties to the Personal Grievance must be dealt with by them in their personal capacity, unless either party engages in conduct that would amount to a breach of an Integrity Policy, which should then be handled under the BA Complaints, Disputes and Discipline Policy, or any other BA policy, which should be handled in accordance with the relevant policy.

4. NST Facilitated Resolution of Personal Grievances

- (a) The NST will facilitate the conciliation or mediation of any Personal Grievance properly referred to it under clause 3.2 in accordance with the NST Legislation.
- (b) Where a Personal Grievance is referred to the NST for resolution, all fees and charges (including application fee) will be apportioned evenly between the parties (unless otherwise agreed between the parties), except in circumstances where BA is a referring party and not involved in the substantive Personal Grievance, in which case no fees or charges will be payable by BA.
- (c) Where BA is referring a Personal Grievance between two or more Relevant Persons, BA will make the application for mediation or conciliation, in accordance with the NST Legislation.
- (d) The parties to the Personal Grievance must participate in the NST conciliation or mediation in good faith.

5. Independent Facilitated Resolution of Personal Grievances

- (a) The individual appointed by the Sport Organisation as a facilitator to assist in resolving a Personal Grievance must have no connection with the parties or the issues involved in the Personal Grievance. The individual does not require formal qualifications as a mediator or conciliator but must be a person who the Sport Organisation considers to be capable of facilitating a discussion to resolve Personal Grievances.
- (b) Any costs associated with appointing a facilitator will be agreed before the facilitated resolution session commences and will be apportioned evenly between the parties (unless otherwise agreed between the parties).

- (c) The facilitator to the discussion may make suggestions about possible ways of resolving the Personal Grievance but cannot impose a resolution. The facilitation process will be concluded either when the parties agree on an outcome, or after 14 days or such longer period as agreed by all parties involved if a resolution of the Personal Grievance cannot be reached.
- (d) The parties to the Personal Grievance must participate in the facilitated discussion in good faith.

6. Role of Member Protection Information Officers

- (a) Relevant Persons are encouraged to contact a Member Protection Information Officer (**MPIO**) if they require advice about the options open to them or support while going through the Personal Grievance resolution process.
- (b) For the avoidance of doubt, MPIOs cannot be appointed to facilitate discussions under section 5, as they are not considered to be independent.

7. Confidentiality

- (a) All Personal Grievances (and all information disclosed in relation to them), including the outcomes of any facilitated resolution process, will be kept confidential by Sport Organisations, and will not be disclosed to any third parties, except as provided in this clause.
- (b) Sport Organisations can make the following disclosures:
 - (i) To the parties to the Personal Grievance in relation to the facilitated resolution process;
 - (ii) To any person to facilitate the resolution of the Personal Grievance;
 - (iii) To external agencies so they can respond to any misconduct (e.g., law enforcement agencies, child protection agencies or other government or regulatory authorities);
 - (iv) To other Sport Organisations to inform them of the resolution of the Personal Grievance; and
 - (v) As required by law, any court or the NST.

8. National Integrity Framework

The BA NIF does not apply to this Personal Grievances Policy but sits alongside it. When interpreting this Policy, any provisions inconsistent with the BA NIF apply only to the extent of that inconsistency.