

# Personal Grievances Policy

## Special Olympics Australia

**Policy Name:** Personal Grievances Policy  
**Date of Approval:** February 2023  
**Policy Coverage:** Interpersonal disputes that arise in the context of involvement in Activities, but do not involve a breach of a National Integrity Framework policy or other Special Olympics Australia policy  
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# 1. Background

## 1.1 Purpose

This Policy has been adopted alongside the Special Olympics Australia National Integrity Framework to establish a formal process for people and organisations engaging with Special Olympics Australia Activities and Special Olympics Programs to resolve interpersonal conflicts and disputes that arise in the context of their involvement in Activities and Special Olympics Programs, but do not involve a breach of a National Integrity Framework Policy or other Special Olympics Australia Policy.

## 1.2 Definitions

Defined terms not otherwise defined in this Policy have been defined in and have the meaning given to them in the Special Olympics Australia National Integrity Framework. In this Policy, the following words have the corresponding meaning:

**Activity** means a contest, competition, event, or activity (including training), whether on a one-off basis or as part of a series, league, or competition, sanctioned or organised by Special Olympics Australia or a Sport Organisation.

**Authorised Provider** means any non-Member organisations authorised to conduct Activities sanctioned by Special Olympics Australia or a Sport Organisation.

**Club** means a group of people formed for the purpose of carrying on Activities in the spirit of the Special Olympics and operating under the charter approved by the Special Olympics Australia Board from time to time.

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

**Employee** means a person employed by a Sport Organisation.

**Individual Member** means any person admitted as a member of Special Olympics Australia under clause 12 of the Special Olympics Australia Constitution.

**Member Organisation** means a Club or State Committee admitted to Special Olympics Australia as a member under clause 12 of the Special Olympics Australia 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 a Sport Organisation or entitled to participate in an Activity;
- b. Coaches appointed to train an athlete or Team in an Activity;
- c. Administrators who have a role in the administration or operation of a Sport Organisation, including owners, directors, committee members or other persons;
- d. Officials including referees, umpires, technical officials, or other officials appointed by a Sport Organisation or any competition, series or Team sanctioned by Special Olympics Australia;
- e. Support Personnel who are appointed in a professional or voluntary capacity by a Sport Organisation or any competition, series or Team sanctioned by Special Olympics Australia including sports science sports medicine personnel, team managers, agents, selectors, and team staff members; and
- f. 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 and/or Relevant Organisations that falls short of the threshold for abuse, bullying, harassment, or sexual misconduct under the Special Olympics Australia Member Protection Policy or that 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. A Sport Organisation,
- b. An Authorised Provider;
- c. A Team; and
- d. Any other organisation who has agreed to be bound by this Policy.

**Relevant Person** means any of the following persons:

- 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.

**Special Olympics Australia** means Special Olympics Australia (ACN 050 738 728).

**Special Olympics Program** means the delivery of Activities for persons with an intellectual disability/ies in a designated geographical location by a Member or Special Olympics Australia.

**Sport Organisation** means Special Olympics Australia and each Member Organisation that has adopted this Policy.

**State Committee** means a group of individuals formed as a committee pursuant to, and operating under, applicable terms of reference approved by the committee members from time to time.

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

**Volunteer** means any person engaged by 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 interactions between Relevant Persons and Relevant Organisations in their capacity as Relevant Persons or Relevant Organisations relating to their involvement in Activities or Special Olympics Programs.
- b. The Policy does not apply to the following:
  - i. A breach of a policy under the Special Olympics Australia 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;
  - vi. Interactions between Relevant Persons and Relevant Organisations that are not related to Activities or Special Olympics Programs and/or are not in their capacity as Relevant Persons or Relevant Organisations; and
  - vii. Disputes or disagreements under the Constitution between a member or director and one or more members, directors or Special Olympics Australia pursuant to rule 28 of the Special Olympics Australia Constitution.

## 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 of 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 Special Olympics Australia; 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 Special Olympics Australia or a member of the administration of Special Olympics Australia 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 National Sports Tribunal.

- c. Where a Personal Grievance arises below the national level but is brought to Special Olympics Australia for resolution, Special Olympics Australia may refer the Personal Grievance to the NST for mediation or conciliation if the parties to the Personal Grievance agree.
- d. The Personal Grievance will be considered closed under this Policy once the facilitated resolution process concluded by the independent third party or the NST has concluded. Any ongoing issues between the parties to the disagreement 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 Special Olympics Australia Complaints, Disputes and Discipline Policy, or any other Special Olympics Australia 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 Special Olympics Australia is a referring party and not involved in the substantive Personal Grievance, in which case no fees or charges will be payable by Special Olympics Australia.
- c. Where Special Olympics Australia is referring a Personal Grievance between two or more Relevant Persons, Special Olympics Australia 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 have no connection with the parties or the issues involved in the disagreement and 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 Special Olympics Australia National Integrity Framework does not apply to this Personal Grievances Policy but sits alongside it. When interpreting this Policy, any provisions inconsistent with the Special Olympics Australia National Integrity Framework apply only to the extent of that inconsistency.