



GRIEVANCE, REVIEW and APPEALS POLICY

GRIEVANCE REVIEW and APPEALS POLICY			
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Contents

1. Introduction	3
2. Definitions	3
3. Jurisdiction	6
4. Dealing with Disputes	6
5. Hearing Tribunals and Appeals	8
6. Referral of Disputes to the NST	9
7. Interpretation and other information	9
Annexure 1	10

1. Introduction

This Policy:

- (a) Seeks to guide Relevant Persons and Relevant Organisations on the processes for resolving Disputes;
- (b) Does not cover Personal Grievances or conduct and disciplinary matters arising under policies that form part of the National Integrity Framework or other Relevant Organisation policies; and
- (c) Is subject to the Queensland Rifle Association (QRA) Constitution and if there is any inconsistency, the Constitution will prevail.

2. Definitions

In this Policy the following words have the corresponding meaning:

Activity means a sporting contest, match, 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 a Relevant Organisation.

Alternative Dispute Resolution is a collective term for processes, other than arbitration, such as mediation, conciliation or case appraisal that may be used to resolve the Dispute under this Policy.

Appeals Tribunal means the NST Appeals Division or other appeals tribunal (including an appeals tribunal established internally by a Relevant Organisation) established to hear an appeal of a decision of a Hearing Tribunal.

Athlete means a person who is registered, or entitled to participate, in an Activity.

Club means any club that enters an Athlete or a Team to participate in an Activity.

Contractor means any person or organisation engaged to provide services for or on behalf of a Relevant Organisation, and includes:

- (a) agents, advisers, and subcontractors of a Relevant Organisation; and
- (b) employees, officers, volunteers and agents of a contractor or subcontractor.

Dispute means any dispute between Relevant Persons, or between Relevant Persons and Relevant Organisations, or between Relevant Organisations, that arises in the context of their involvement in Sport, other than the categories of disputes set out in clause 3.2(b).

Employee means a person employed by a Relevant Organisation.

Hearing Tribunal means the NST General Division or other first instance tribunal (including a tribunal established internally by a Relevant Organisation) established to conduct a hearing under this Policy.

Member means a member of a Relevant Organisation, including:

- (a) **Member Organisation**, which means each company or incorporated association that is a member of QRA - including each:
 - i. District, and Club member; and
 - ii. affiliate that is a member of a state or club member.

- (b) **Individual Member**, which means individuals who are individuals registered with a Relevant Organisation.

National Integrity Framework means the NRAA “National Integrity Framework” adopted by a Relevant Organisation from time to time, as developed by Sport Integrity Australia and consisting of the following five policies:

- (a) Safeguarding Children and Young People Policy;
- (b) Competition Manipulation and Sport Gambling Policy;
- (c) Improper Use of Drugs and Medicine Policy;
- (d) Member Protection Policy;
- (e) Complaints, Disputes and Discipline Policy (the CDDP).

NSO means National Rifle Association of Australia (NRAA)

NST means the National Sports Tribunal established under the NST Legislation.

NST Eligible Matter means an alleged breach that is a kind of dispute that falls within the jurisdiction of the NST¹.

NST Legislation means the *National Sports Tribunal Act 2019* (Cth) (**NST Act**), and any legislative instruments made under the NST Act as may be in force from time to time, including the *National Sports Tribunal Rule 2020* (Cth) (**NST Rule**), *National Sports Tribunal (Practice and Procedure) Determination 2021* (Cth) and *National Sports Tribunal Act 2019 - Principles for Allocating a Member to a Dispute 2020*.

Participant means:

- (a) Athletes;
- (b) Coaches appointed to train or assist an Athlete or Team in an Activity;
- (c) Administrators who have a role in the administration, operation or Activity of a Relevant Organisation, including owners, directors, committee members or other persons;
- (d) Officials including referees, umpires, technical officials, or other officials appointed by a Relevant Organisation or any league, competition, series, club or team sanctioned by a Relevant Organisation;
- (e) Support personnel who are appointed in a professional or voluntary capacity by a Relevant Organisation or any league, competition, series, club or team sanctioned by a Relevant Organisation including sports science sport medicine personnel, team managers, agents, selectors, and team staff members.

Personal Grievance means any type of interpersonal conflict or dispute between Relevant Persons or between Relevant Persons and Relevant Organisations that does not engage the rules, policies or by-laws of a Relevant Organisation.

Policy means this Grievance Policy.

¹ See NST Act sections 5(2) and 6(2) and NST Rule section 7.

Protected Disclosure means, where a 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) QRA (Queensland Rifle Association);
- (b) Member Clubs; and
- (c) Any other organisation that has agreed to be bound by this Policy.

Relevant Person means any of the following persons:

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

Sport means the sport of target rifle shooting as governed by NRAA and ICFRA, IBU and ISSF from time to time, and a reference to Sport means collectively NRAA and its Member Organisations and any other person or organisation that has agreed to be bound by this Policy.

Team means a collection or squad of Athletes, registered with a Relevant Organisation or entitled to participate in an Activity.

Volunteer means any person engaged by a Relevant 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.

Vulnerable Person means a person who is:

- (a) Under the age of 18;
- (b) Aged 18 or over, but is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation, by reason of age, illness, trauma or disability, or any other reason; or
- (c) Aged 18 or over but has experienced or is experiencing poor mental health outcomes, either as a result of the incident in question, due to their life experiences, or as a result of societal factors, including but not limited to individuals from diverse backgrounds facing disproportionate mental health impacts, such as people with diverse sexualities or gender.

3. Jurisdiction

3.1 To Whom the Policy Applies

This Policy applies to Relevant Persons and Relevant Organisations.

3.2 When the Policy Applies

(a) This Policy applies to Disputes between:

- (i) Relevant Persons;
- (ii) Relevant Persons and Relevant Organisations; or
- (iii) Relevant Organisations,

in their capacity as Relevant Persons or Relevant Organisations relating to their involvement in the Sport.

(b) The Policy does not apply to the following:

- (i) A breach of any of the policies that form part of the National Integrity Framework;
- (ii) A breach of another Relevant Organisation policy where that breach is covered by the NRAA CDDP, or any other specific dispute resolution process;
- (iii) A Personal Grievance;
- (iv) A Protected Disclosure;
- (v) A breach of any other Relevant Organisation policy in respect of which a Relevant Organisation expressly excludes the application of this Policy;
- (vi) An allegation or information that is mischievous, vexatious or knowingly untrue; and
- (vii) Interactions between Relevant Persons and/or Relevant Organisations that are not related to Sport and/or are not in their capacity as Relevant Persons or Relevant Organisations.

3.3 Vulnerable Persons

Where a party to a Dispute is a Vulnerable Person, the parent or guardian of the Vulnerable Person may act on behalf of the Vulnerable Person and accompany them throughout the resolution process, including during any facilitated resolution process, hearing process or appeal process.

4. Dealing with Disputes

4.1 Informal steps for resolving Disputes under this Policy

(a) Relevant Persons (and Relevant Organisations where applicable) are encouraged to attempt to resolve any Dispute that is subject to this Policy amongst themselves

in the first instance. This is to be done following the Grievance Procedure in Annexure 1.

- (b) Where a Dispute 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 Relevant Organisation at the level at which the Dispute occurred.

[For example, if the subject of the Dispute relates to interactions at local Club level and the parties to the Dispute are unable to resolve it amongst themselves, it may then be referred to the management of that Club.]

- (c) Where the Relevant Organisation or a member of the administration of the Relevant Organisation is a party to a Dispute, the matter should instead be referred to the management of the Relevant 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 Member Organisation, e.g. District or State Association.]

- (d) If the Dispute is referred to a Relevant Organisation without clear indication of the knowledge or consent of the other party to the Dispute, the Relevant Organisation will notify that other party prior to referring the Dispute to Alternative Dispute Resolution.

4.2 Alternative Dispute Resolution

- (a) If a Relevant Organisation considers the Dispute may appropriately be resolved through Alternative Dispute Resolution, it may seek in writing the consent of the parties to the Dispute to refer the Dispute for Alternative Dispute Resolution. If the parties to the Dispute give their consent, they must participate in the Alternative Dispute Resolution in good faith.
- (b) If a Dispute relates to an NST Eligible Matter, QRA may refer the Dispute to mediation, conciliation or case appraisal in the NST General Division.
- (c) QRA is responsible for making the application for Alternative Dispute Resolution at the NST. The application fee may be paid by one party, or by the parties together, apportioned as agreed between them. In the absence of agreement, they will be apportioned anyway. Service charges may also be payable to the NST, which will be negotiated as between the parties to the dispute and the NST, and determined by the NST CEO.

4.3 Independent Facilitated Resolution of Dispute

- (a) Any mediation or conciliation (other than where conducted by the NST) will be undertaken in accordance with the rules prescribed by the Relevant Organisation (internal) or the provider (external) as the case may be.
- (b) For external mediation, 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).

4.5 Outcome of Alternative Dispute Resolution

- (a) If the Dispute is resolved through Alternative Dispute Resolution under this clause 4, the Dispute will be considered closed under this Policy.
Any ongoing issues between the parties to the Dispute must be dealt with by them in their personal capacity.
- (b) If Alternative Dispute Resolution does not resolve the Dispute or, prior to a referral to Alternative Dispute Resolution, the Relevant Organisation considers that the Dispute is more appropriately referred to a Hearing Tribunal, the Relevant Organisation may refer the Dispute to a Hearing Tribunal.
- (c) All Disputes must be submitted by the parties to the Dispute to a hearing, and appealed if required, in accordance with this Policy before commencing any proceedings relating to the Dispute in a court of law.

5. Hearing Tribunals and Appeals

5.1 Referral to a Hearing Tribunal

- (a) A Relevant Organisation may refer a Dispute directly to a Hearing Tribunal to arbitrate the Dispute.
- (b) If the matter is a NST Eligible Matter, the Dispute may be referred by QRA to the NST General Division for arbitration. QRA is responsible for making the application to the NST. Payment of the NST fees will be as agreed by the parties, allocated by QRA or managed in accordance with the NST Legislation.
- (c) If the Dispute is not referred to the NST, it will otherwise be referred to a Hearing Tribunal convened at the Relevant Organisation level.

5.2 Hearing Tribunals

- (a) If arbitration is sought in either the NST General Division or an internal Hearing Tribunal, the Hearing Tribunal will arbitrate the Dispute.
- (b) If arbitration is sought in the NST General Division, the NST will arbitrate the Dispute in accordance with the NST Legislation.
- (c) The Hearing Tribunal will notify the parties of the decision in accordance with its relevant procedures.

5.3 Confidentiality

- (a) All Disputes (and all information disclosed in relation to them), including the outcomes of any facilitated resolution process or hearing process will be kept confidential by the Relevant Organisation, and will not be disclosed to any third parties, except as provided in this clause.
- (b) Any Relevant Organisation may disclose information as required or authorised by law.
- (c) Subject to this clause, decisions around appropriate disclosure of information will be addressed on a case-by-case basis. Disclosure of information to parties not directly affected by the Dispute may be restricted.

6. Referral of Disputes to the NST

- 6.1 The processes outlined in sections 4 and 5 of this Policy can replace any other disciplinary process, investigation, alternative dispute resolution process or tribunal process set out in any policy, by-law or rule of any Relevant Organisation, at the absolute discretion of the EO or Board of QRA, unless specifically excluded by section 3.2(b) of this Policy.
- 6.2 QRA may require any dispute at any level of the sport to be managed or processed in accordance with this Policy at any time, and specifically may refer such dispute to be arbitrated, mediated, conciliated or appraised by the NST in accordance with the NST Legislation, irrespective of whether any deadline or time limit has expired, and irrespective of the stage of process the matter has reached.

7. Interpretation and other information

7.1 Beginning

This Policy commences on the date outlined on the front cover (**Commencement Date**).

7.2 Prior Disputes

All Disputes, including Disputes that commenced prior to the Commencement Date, can be dealt with under this Policy.

7.3 Interpretation

- (a) Any document required to be provided under this Policy may be given by:
- (i) Sending it to an email or other electronic address,
 - (ii) Email to that party's registered office.
- (b) A document is taken to have been received under this Policy if sent by email or other electronic transmission, on the date of transmission.
- (c) A person may request that documents are sent to a postal address and, if a document is sent by post, it is taken to be delivered 5 business days after it was sent.

7.4 Amendment

- (a) QRA may amend this Policy from time to time and must make the new version available on its website as soon as possible, including the date on which any amendments take effect.

Annexure 1

Grievance procedure

1A Grievance procedure

1. This rule sets out a grievance procedure for dealing with a dispute under the rules between parties as mentioned in section 47A(1) of the Act.
2. To remove any doubt, it is declared that the grievance procedure cannot be used by a person whose membership has been terminated if the rules provide for an appeal process against termination.
3. A member (the aggrieved party) initiates the grievance procedure in relation to the dispute by giving a notice in writing of the dispute:
 - a. to the other party; and
 - b. if the other party is not the management committee, to the management committee.
4. If two or more members initiate a grievance procedure in relation to the same subject matter, the management committee may deal with the disputes in a single process and the members must choose 1 of the members (also the aggrieved party) to represent the members in the grievance procedure.
5. Subject to clause 1B, the parties to the dispute must, in good faith, attempt to resolve the dispute.
6. If the parties to the dispute cannot resolve the dispute within 14 days after the aggrieved party initiates the grievance procedure, the aggrieved party may, within a further 21 days, ask the association's secretary to refer the dispute to mediation.
7. Subject to clause 1B, if the aggrieved party asks the association's secretary to refer the dispute to mediation under subrule (6), the management committee must refer the dispute within 14 days after the request.

1B Grievance procedure not continued in particular circumstances

1. This rule applies if—
 - a. a member initiates a grievance procedure in relation to a dispute and the association or association's management committee is the other party to the dispute; or
 - b. the aggrieved party asks the association's secretary to refer the dispute to mediation under clause 1A (6).
2. The management committee does not have to act under rule 1A(5) or (7) if—
 - a. the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the management committee grounds for taking disciplinary action under the rules against the aggrieved party in relation to the matter the subject of the grievance procedure; or

- b. before the grievance procedure was initiated, a process had started to take action under the rules against the aggrieved party or terminate the aggrieved party's membership, as provided for under the rules, and the dispute relates to that process or to a matter relevant to that process; or
- c. the dispute relates to an obligation under the Liquor Act 1992 or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by the association, or to refuse to serve liquor to the aggrieved party at the premises; or
- d. the dispute could reasonably be considered frivolous, vexatious, misconceived, or lacking in substance or the dispute relates to a matter that has already been subject of the grievance procedure.

1C Appointment of mediator

1. If a dispute under clause 1A is referred to mediation-
 - a. the parties to the dispute must choose a mediator to conduct the mediation; or
 - b. if the parties are unable to agree on the appointment of a mediator within 14 days after the dispute is referred to mediation, the mediator must be-
 - i) for a dispute between a member and another member-a person appointed by the management committee; or
 - ii) for a dispute between a member and the management committee or the association-an accredited mediator or a mediator appointed by the director of the dispute resolution centre.
2. An accredited mediator may refuse to be the mediator, or the director of a dispute resolution centre may refuse to appoint a mediator, to mediate the dispute.
3. If subrule (2) applies, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

1D Conduct of mediation

1. If a mediator is appointed under rule 1A, the mediator must start the mediation as soon as possible after the appointment and try to finish the mediation within 28 days after the appointment.
2. Subrule (2) does not apply if the mediator is the director of a dispute resolution centre.
3. The mediator—
 - a. must give each party to the dispute an opportunity to be heard on the matter the subject of the dispute; and
 - b. must comply with natural justice; and
 - c. must not act as an adjudicator or arbitrator; and
 - d. during the mediation, may see the parties, with or without their representatives, together or separately.
4. The parties to the dispute must act reasonably and genuinely in the mediation and help the mediator to start and finish the mediation within the time required under subrule (1)

5. The costs of the mediation, if any, are to be shared equally between the parties unless otherwise agreed.
6. If the mediator cannot resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

1E Representation for grievance procedure

1. A party to a dispute may appoint any person to act on behalf of the party in the grievance procedure.
2. If a party appoints a person under subrule (1) to be the party's representative, the party must give written notice of the appointment to each of the following entities—
 - a. the other party to the dispute;
 - b. the management committee;
 - c. if a mediator has been appointed before the party appoints the representative—the mediator.
3. A representative who acts for a party at a mediation must—
 - a. have sufficient knowledge of the matter the subject of the dispute to be able to represent the party effectively; and
 - b. be authorised to negotiate an agreement for the party.

1F Electronic communication for grievance procedure

Any meeting or mediation session required under the grievance procedure may be conducted by electronic means if the parties to the dispute and, for a mediation, the mediator agrees.