



South Australian Sports Institute

## BEHAVIOUR AND DISCIPLINE POLICY

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## 1. PURPOSE AND APPLICATION

- 1.1 This policy applies to and binds all Athletes contracted to the South Australian Sports Institute ("SASI") by way of an Athlete Agreement or otherwise.
- 1.2 The policy applies when Athletes covered by the policy are charged with and/or convicted of a criminal offence, breach their Athletes Agreement / contract, other SASI policies or behave in a manner likely to bring SASI into disrepute. Such conduct by an Athlete is a *prima facie* breach of this policy.
- 1.3 The policy provides for the investigation and determination of possible breaches of the policy and for the imposition of sanctions.

## 2. DEFINITIONS

- 2.1. Athlete: means an athlete howsoever contracted to SASI.
- 2.2. Contract: means any contractual arrangement between SASI and an athlete.
- 2.3. Director: means the Director of SASI or any person acting in that role.
- 2.4. Disciplinary Committee: means the Athlete Disciplinary Committee established by SASI and responsible for the application of this policy.

## 3. INVESTIGATION

- 3.1 When in receipt of allegations against an Athlete or information that suggests that an Athlete has breached this policy, the Director of SASI or his/her delegate will assign responsibility to an employee of SASI to conduct an investigation into the matters raised. The Director or his/her delegate is not constrained from conducting investigations or informing him/herself by any reasonable means notwithstanding that he/she has requested an investigation by an employee.
- 3.2 If, during or following an investigation, the Director or his/her delegate believe, on reasonable grounds, that there is sufficient cause, may refer the matter for consideration by the SASI Athlete Disciplinary Committee.

## 4. SASI ATHLETE DISCIPLINARY COMMITTEE - COMPOSITION AND ROLE

- 4.1 The SASI Athlete Disciplinary Committee shall consist of but not be limited to:
  - 4.1. the Director of SASI;
  - 4.2. the SASI Programs Manager;
  - 4.3. the Manager, Talent Development SASI and
  - 4.4. a SASI Program Coach.
- 4.2 The proceedings of the Committee will be conducted fairly according to the substantial merits of the matter before it, without regard for legal forms or technicalities. The rules of Natural Justice will apply meaning, in essence, that an Athlete under investigation or against whom allegations have been made will be made aware of all allegations against him/her and the factual support of those allegations and be given a reasonable opportunity to respond to those allegations. The Committee is not bound by the rules of evidence and may inform itself on any matter and in such manner as it sees fit.
- 4.3 Where an Athlete appears before the Committee, the proceedings of the Committee will be recorded and a transcript of such proceedings made available to the Athlete.
- 4.3 Athletes under investigation or against whom allegations have been made are not obliged to appear before the Committee or to answer any questions put to them by the members of the Committee however should they so choose not to appear or not to respond to questions/allegations, the Committee will decide upon the matter before it based on the information that is reasonably available to it.
- 4.5 Athletes appearing before the Committee are entitled to be represented or accompanied by a friend, relative or legal representative. When an Athlete is under 18 years of age, the Athlete will be

accompanied by a parent or guardian. Athletes shall not be accompanied or represented by persons who may be implicated in or witness to the alleged breaches of the policy by the Athlete.

- 4.4 After hearing and/or considering the information before it, the Committee will decide if, on the balance of probabilities, the Athlete under consideration has committed a breach of this policy. In such circumstances the Committee may impose the sanctions available in this policy.

## **5. SANCTIONS**

### **5.1 Caution**

A caution may be imposed when an Athlete's behaviour and/or performance is such that it does not conform to acceptable standards and where the Athlete has had no previous admitted/proven breaches of the policy and the Disciplinary Committee believes that the Athlete will respond to a caution, in particular that it is likely there will be no future breaches of the policy by the Athlete.

### **5.2 Formal Written Warning**

5.2.1 A formal warning may be imposed in situations where an Athlete has breached the policy and such breach is a repeated breach and/or the Disciplinary Committee believes that the breach is of such gravity to warrant the imposition of a formal written warning.

5.2.2 A formal warning shall be recorded in writing and a copy of the warning will be placed in the Athlete's personal file at SASI for a minimum period of 12 months. Should there be no further breach of the policy in that period, the copy of the warning will be removed and destroyed.

### **5.3 Probation**

5.3.1 The Disciplinary Committee may place an Athlete on a period of probation in situations where an Athlete has breached the policy and such breach is a repeated breach and/or the Disciplinary Committee believes that the breach is of such gravity to warrant the imposition of a period of probation. A period of probation may be for a maximum period of 12 months.

5.3.2 During a period of probation an Athlete's behaviour and performance will be carefully monitored by the relevant SASI Program Coach and the Director or his/her delegate. Any further proven or admitted breach of the policy by an Athlete during a period of probation is likely to lead to a suspension or termination of the Athlete's contract with SASI.

5.3.3 A record of the imposition of a period of probation shall be recorded in writing and a copy of the warning will be placed in the Athlete's personal file at SASI for a minimum period of 12 months. Should there be no further breach of the policy in that period, the copy of the record will be removed and destroyed.

### **5.4 Suspension**

5.4.1 Suspension of an Athlete's contract with SASI may occur in circumstances of admitted or proven serious breach/es of the policy by an Athlete (including but not limited to instances of criminal behaviour) or in circumstances of repeated breach/es whether or not such breach/es occurred during a period of probation - and where the Disciplinary Committee believes that sufficient mitigating circumstances exist to persuade it that termination of the Athlete's contract is not warranted.

5.4.2 A period of suspension may be for up to a maximum period of six months.

5.4.3 During a period of suspension:

5.4.3.1 the relevant SASI Program Coach will counsel the Athlete and in consultation with the Athlete devise a training program with specific performance indicators to be achieved by the Athlete;

5.4.3.2 the Athlete may, at the discretion of the Director or his/her delegate, not be permitted to access any SASI services or programs;

- 5.4.3.3 the Athlete may, at the discretion of the Director or his/her delegate, not be permitted to compete in any sporting event or competition as a SASI Athlete;
  - 5.4.3.4 the Athlete may be required to return to SASI any equipment of SASI;
  - 5.4.3.5 the Athlete may be directed to contact only a designated officer of SASI and no other employee of SASI or athlete howsoever contracted to SASI; and
  - 5.4.3.6 the Athlete will provide contact details to the Director or his/her delegate so that they may be contacted by SASI as necessary.
- 5.4.4 At the conclusion of a period of suspension and if all performance indicators are met by the Athlete, he/she may be reinstated to the relevant SASI program with full rights and benefits, dependent upon:
- 5.4.4.1 Whether the Athlete has previously breached their Athlete Agreement or other SASI policies;
  - 5.4.4.2 Whether the Athlete has previously behaved in a manner that has brought or has the capacity to bring SASI into disrepute;
  - 5.4.4.3 Where it has been clearly demonstrated, based on previous behaviour or information, that the Athlete has the capacity to bring SASI into disrepute.
- 5.4.5 A record of the imposition of suspension of an Athlete's contract shall be recorded in writing and a copy of the warning will be placed in the Athlete's personal file at SASI for a minimum period of two years. Should there be no further breach of the policy in that period, the copy of the record will be removed and destroyed.

## 5.5 Termination

- 5.5.1 Termination of an Athlete's contract with SASI may occur in circumstances of admitted or proven serious breach/es of the policy by an Athlete (including but not limited to instances of criminal behaviour) or in circumstances of repeated breach/es whether or not such breach/es occurred during a period of probation.
- 5.5.2 The Athlete acknowledges and agrees that should their contract with SASI be terminated by SASI, that SASI may withhold money otherwise payable to the Athlete under this contract, or require the Athlete to repay to SASI the whole or part of any money previously paid to me under this contract, or require the Athlete to repay to SASI the cost to SASI of any Scholarship benefits provided to the Athlete as determined by SASI.
- 5.5.3 If in accordance with Clause 5.5.2, SASI requires the Athlete to repay:
  - 5.5.3.1 Money previously paid to me under this contract; or
  - 5.5.3.2 The cost to SASI of Scholarship benefits provided to the Athlete, that
- 5.5.4 SASI will give the Athlete written notice setting out the amount payable and that amount will be a debt due and payable by the Athlete to SASI that may be enforced by SASI.

## 6. SUSPENSION PENDING INVESTIGATION/DETERMINATION

- 6.1 If an Athlete is charged with a criminal offence that is punishable by imprisonment or has, on the face of it, committed a breach of this policy that if admitted or proven is likely to lead to a termination of the Athlete's Athlete Agreement or contract with SASI, the Director or his/her delegate may suspend the Athlete from their program.
- 6.2 During a period of suspension, the Director of SASI or his/her delegate may require that the Athlete:
  - 6.2.1 return to SASI any property of SASI;
  - 6.2.2 not attend at any premises of SASI without the express permission of the Director or his/her delegate;
  - 6.2.3 during a period of suspension, contact only a designated officer of SASI and no other employee of SASI or athlete howsoever contracted to SASI; and
  - 6.2.4 provide the Director or his/her delegate with contact details so that the Athlete may be contacted by SASI as necessary.
- 6.3 During a period of suspension, an Athlete may not be permitted to participate in any sporting event or competition as a SASI athlete.

## **7. JOINT SCHOLARSHIP ATHLETES – SHARING OF INFORMATION**

- 7.1. This clause relates to athletes who are party to an Agreement with SASI as well as the Australian Institute of Sport or an interstate institute or academy (howsoever named).
- 7.2. By entering this Agreement, the Athlete gives express permission to SASI to provide to the Australian Institute of Sport, any interstate institute or academy, The Australian Olympic Committee, the National Sporting Organisation and International Federation relevant to the Athlete's sport, the Australian Sports Drug Agency, the World Anti-Doping Agency and any other sporting organisation of which the Athlete is a member, any information relating to investigations of the Athlete's behaviour/conduct and any disciplinary sanctions imposed against that Athlete