

**USSF BYLAW AMENDMENT PASSED AT
FEBRUARY 2020 ANNUAL GENERAL MEETING**

Bylaw 703

► **REDLINED VERSION**

**Bylaw 703. GRIEVANCES BY OR AMONG
ORGANIZATION MEMBERS OR WITH THE FEDERATION**

Section 1. (a) A grievance may be filed by an Organization Member against another Organization Member, or by a person or Organization Member that alleges that (a) an Organization Member has failed to comply with its membership requirements in the Federation, or (b) the Federation has failed to comply with its membership requirements in the USOC.

(b) A grievance must be in writing and signed by any grievant, and must be simultaneously submitted to the Secretary General and served on all parties via hand-delivery, courier, certified mail, facsimile, or electronic mail. A grievance must (a) identify all parties to the dispute; (b) state with specificity the actions giving rise to the grievance and the grounds for sustaining the grievance; and (c) identify the relief requested.

(c) A grievance must be accompanied by the grievance fee in the amount and manner prescribed by policy adopted by the Board. The grievance fee will be retained by the Federation.

Section 2. The respondent shall submit, within thirty days after receiving the grievance, a response to be served simultaneously on the Secretary General and all other parties via hand-delivery, courier, certified mail, facsimile, or electronic mail. If a respondent is without sufficient knowledge or information to admit or deny a given factual allegation, the respondent may so respond. Failure to file an answer within the requisite time shall serve as a default, except upon a showing of good cause.

Section 3. The President shall annually appoint, subject to approval of the Board, a panel of arbitrators consisting of persons certified by the American Arbitration Association (“AAA”) or approved by the Court of Arbitration for Sport (“CAS”). This panel of arbitrators shall be appointed on the same schedule as committee appointments, but may be supplemented at any time. After a grievance is filed, the President (or, in the event of the President’s recusal, a successor based on the order of succession in these Bylaws) shall appoint an arbitrator from the panel of arbitrators and an athlete selected by the Athlete’s Council Chairperson to serve as a two-person panel. In the event the Federation is a party to the grievance, the arbitrator and athlete from the Athlete’s Council will be selected by AAA. (If AAA does not agree to select the athlete, the Athlete’s Council Chairperson will make the selection.) No person involved in the grievance or having a direct interest in the outcome of the grievance, whether personally or by virtue of organizational affiliation, may serve on the two-person panel as the arbitrator of a grievance.

Section 4. Federation staff shall assist in the grievance process by communicating with the parties, assembling documents, coordinating hearing dates, and performing other administrative

tasks to minimize the time and expense of the hearing. AAA will assume this responsibility if the Federation is a party to the grievance. The fees and expenses for two-person panel shall be shared equally between the parties and the Federation.

Section 5. The ~~two-person panel~~~~arbitrator~~ shall review the grievance and answer. If the arbitrator ~~and the athlete~~ determines that, even assuming all facts alleged by the grievant are true, the grievance would not be granted, the arbitrator shall dismiss the grievance. Otherwise, the ~~two-person panel~~~~arbitrator~~ shall hold a hearing within ninety (90) days after the grievance was filed. An Organization Member may submit an amicus brief before a hearing in support or in opposition to a grievance.

Section 6. The arbitrator shall draft written findings and a decision within twenty (20) days after the hearing on the grievance and send to the athlete for approval. In order to grant the grievance, both the arbitrator and the athlete on the panel must agree. If the arbitrator and athlete do not agree, then the grievance must be denied. The arbitrator shall issue the final written findings and a decision within thirty (30) days after the hearing on the grievance.

Section 7. In any grievance to which the Federation is not a party, the decision of the ~~arbitrator~~~~two-person panel~~ may be appealed to the Board in accordance with procedures established by the Board. Notice of appeal must be served within ten (10) days after receipt of the ~~arbitrator's~~ decision on the Secretary General and all parties via hand-delivery, courier, certified mail, facsimile, or electronic mail. The decision ~~of the arbitrator~~ may be overturned or amended by a two-thirds vote of Board member eligible to participate.

Section 8. In any grievance to which the Federation is party, the ~~arbitrator's~~ decision may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and the arbitrator's decision shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within ten (10) days of receipt of an underlying decision, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. An appeal does not stay the underlying decision and the decision shall be immediately enforceable. The fees and expenses for an AAA appellate panel shall be shared equally between the parties and the Federation.

Section 9. Unless otherwise required by law, the grievance procedures in these Bylaws are exclusive, final, and binding.