



REGULATIONS

Amended and restated on August 1st, 2023

ARTICLE 1 DEFINITIONS

- 1.1 Unless otherwise defined herein, terms or words used in these regulations have the meaning ascribed thereto in the constitution of the CJHL, as amended from time to time.
- 1.2 In these regulations, the following words or terms have the following meanings:
- (a) "**Member**" means Member as defined in the Hockey Canada Rules and Regulations, and includes Hockey Canada and any delegate of a Hockey Canada Member;
 - (b) "**Fee**" means the amount of any registration, participation, shared-cost, tuition or any other amount paid or payable to a team by or on behalf of a player;
 - (c) "**Hockey Canada Event**" means the Doyle Cup, the Anavet Cup Dudley-Hewitt Cup, Fred Page Cup, Centennial Cup and the World Junior A Challenge and any training, development, evaluation or tryout camps, and any exhibitions and games associated therewith.
 - (d) "**Hockey Canada Rules and Regulations**" means Hockey Canada articles, bylaws, regulations and rules and includes for greater certainty any policy, mandate, directive or bulletin issued or adopted in accordance therewith;
 - (e) "**inter-league player transfer**" means the transfer or release of one or more players by a team in one member for consideration payable or deliverable by a team in another member; and
 - (f) "**representative**" includes any employee, officer, director, general manager, coach, player, trainer, scout, volunteer or agent of a member or team, as the case may be.

ARTICLE 2 REGULATION OF AFFAIRS

- 2.1 Any CJHL League who currently has HC Member policies, that alter the CJHL-HC Partnership Agreement must present them for the CJHL's information. Any CJHL leagues who are impacted by branch policies that are being introduced must present them on receipt to the CJHL for approval.
- 2.2 No CJHL member, team or team representative may seek any recourse, ruling or appeal whatsoever from a HC Member or from the courts of any jurisdiction with respect to any actual or potential inter-league dispute or any actual or potential decision or ruling made pursuant to the CJHL constitution or CJHL rules and regulations.
- 2.3 Any CJHL member, team or team representative that seeks recourse, ruling or appeal from any HC Member or the courts of any jurisdiction with respect to any actual or potential inter-league dispute or any actual or potential decision or ruling made pursuant to the CJHL constitution or CJHL rules and regulations, shall be subject to a fine, suspension and/or termination of membership.
- 2.4 **Any team benefitting from a process that circumvents CJHL policies or regulations shall be**

subject to a fine of \$50,000.00, plus suspension from the hosting of any Hockey Canada or CJHL event for a duration of 5 years.

- 2.5 The CJHL shall operate in accordance with Hockey Canada Rules and Regulations and such Hockey Canada Rules and Regulations shall be deemed to be CJHL rules and regulations.
- 2.6 Notwithstanding Regulation 2.2, the Board may adopt such rules and regulations as it determines necessary from time to time. Where any CJHL rule or regulation adopted under this Regulation 2.6 conflicts with any Hockey Canada Rule or Regulation or any member's articles, rules, regulations, bylaws or other policies, the CJHL rule or regulation shall prevail.
- 2.7 Subject to the provisions of the CJHL constitution, each CJHL member shall have the right to regulate its own intra-member affairs, including but not limited to the suspension or discipline of its teams, team representatives and such right to self-regulation shall extend to all intra-member matters as the member may consider, in its own opinion, to be proper for its own self interest.
- 2.8 The President possesses an original jurisdiction and shall make such rulings and decisions as are necessary, in his sole discretion, to:
 - (a) ensure that the affairs of the CJHL and the conduct of members, member representatives, member teams and member team's representatives are carried out in accordance with the CJHL constitution, rules and regulations; and
 - (b) resolve any inter-member dispute.
- 2.9 If any situation arises that is not covered by the CJHL constitution, rules or regulations the President may make a ruling or decision to cover such situation.
- 2.10 Subject to the right of appeal under Article 3, each member shall abide by decisions and rulings of the President and shall enforce such decisions and rulings of the President against such member's representatives, such member's teams and such member's team's representatives, as the case may be.

ARTICLE 3 APPEALS

- 3.1 Any member that is dissatisfied with a decision or ruling made by the President pursuant to Regulation 2.8 may appeal ("**Appeal**") such decision or ruling to the CJHL Appeal Tribunal. An Appeal does not stay the decision or ruling appealed from, except so far as the authority appealed from may direct.
- 3.2 All Appeals shall be submitted in writing (the "**Notice of Appeal**") to the Chairman of the Appeals Tribunal within seven (7) days of the decision or ruling of the President and shall include a \$2,500 (subject to the refund provisions outlined in article 1.9.1 (d) of the Appeal Tribunal procedure). Within twenty-four (24) hours of receipt of the Notice of Appeal, the Coordinator of the Appeal Tribunal shall fix the date and time for the hearing of the Appeal.
- 3.3 All appeals will follow the procedures outlined in Appendix "A" (**CJHL Appeal Tribunal**), which have been approved by Hockey Canada and the CJHL Board as of June 2021.

**ARTICLE 4
GOOD CONDUCT**

- 4.1 No CJHL member, member's representative, member's team or member's team's representative shall conduct itself, himself or herself in a manner that has or is designed to have a prejudicial or negative effect on the welfare of the CJHL, another member, another member's representative, another member's team or another member's team's representative.
- 4.2 No CJHL member, member's representative, member's team or member's team's representative shall give, make, issue, authorize or endorse any statement having or designed to have a prejudicial or negative effect on the welfare of the CJHL, another member, another member's representative, another member's team or another member's team's representative.

**ARTICLE 5
AUTHORITY**

- 5.1 No person other than the Chairman or President shall purport, whether expressly or implicitly and whether oral or otherwise, to represent the CJHL without written consent of the Chairman.
- 5.2 No person other than the Chairman or President shall disclose information concerning business transacted at any CJHL meeting, including but not limited to the Annual General Meeting, the Semi-Annual Meeting or any Board Meeting, without written consent of the Chairman.

**ARTICLE 6
TAMPERING**

- 6.1 No team or any team representative may communicate (whether orally or otherwise and whether in person or otherwise) with a player that is registered with another team under Hockey Canada regulations for the purpose of offering, proposing, negotiating, enticing or discussing such player leaving (either presently or prospectively) the team with which he or she is currently registered under Hockey Canada regulations in order to participate (either presently or prospectively and either absolutely or contingently) with any other team, without the prior written consent of such player's current team.
- 6.2 No team or any team representative may communicate (whether orally or otherwise and whether in person or otherwise) with a coach, scout, trainer or other representative currently employed by, connected to or associated with another team for the purpose of offering, proposing, negotiating, enticing or discussing such coach, scout, trainer or other representative leaving (either presently or prospectively) his or her current team (either presently or prospectively and either absolutely or contingently), without the prior written consent of the such person's current team.
- 6.3 Any member wishing to bring forth a charge of tampering against another CJHL member must do so, in writing, and put forth the evidence in support of their claim.

The CJHL President will solicit a response from the accused CJHL member which must be filed within 48 hours of the request, and review the evidence submitted and the responding team's position, and render a decision, based solely on the submissions received, within 5 business days

ARTICLE 7
INTER-LEAGUE TRANSFERS AND RELEASES

- 7.1 Inter-league player transfers shall be evidenced by a standard form CJHL player transfer agreement (“**CJHL Player Transfer Agreement**”), as adopted and amended by the Board from time to time. For greater certainty, no inter-league player transfer is effective until a CJHL Player Transfer Agreement is approved by a duly authorized representative of each CJHL member league involved. If a CJHL member league plays (or registers) a player on a CJHL Player Transfer Agreement prior to the due authorization of each other member league involved in the inter-league player transfer, that CJHL member league will be subject to a fine up to \$10,000.00.
- 7.2 Any team found to be in violation of regulation 7.1 be fined in accordance with Regulation 7.1, with the coach or general manager being suspended for a period of one year, as well as the guilty team would lose all future rights to the player.
- 7.3 In addition the President is hereby authorized to investigate any violation, and to expand on the sanctions, if required.
- 7.4 All terms and conditions of an inter-league player transfer (including, but not limited to, all consideration payable and all future considerations) shall be set out in writing in the CJHL Player Transfer Agreement. For greater certainty, no purported term or condition will be considered a term or condition of an inter-league player transfer unless such term or condition is set out in writing in the CJHL Player Transfer Agreement.
- 7.5 Each CJHL Player Transfer Agreement must include the financial details in regard to any Fees paid by the player to the team transferring the player (i.e., amount paid for registration, not including billet, equipment, memberships and amount to be refunded to player or acquiring team)
- 7.6 Each CJHL Player Transfer Agreement must include any Fee to be paid by the player to the acquiring team. (Confirmation of the Fee to be paid on arrival-if any-to the acquiring team or paid on his behalf by the original team.)
- 7.7 In signing the CJHL Player Transfer Agreement, teams are deemed to be warranting, confirming and verifying that: (a) the amount paid in refund to any player has been paid in full and acknowledged as accurate by the player; and (b) players who will be required to pay any Fee to his acquiring team have been advised of the amount as noted in the CJHL Player Transfer Agreements, and (c) that they player involved in the transaction has agreed to report. The team transferring the player shall be responsible to secure the confirmation of refund from the player or any Fee payable to the acquiring team. Failure to do so shall result in the team transferring the player covering both costs should there be any unsolved resolution. The host league shall be responsible for ensuring such payment meets the CJHL player trade time lines.
- 7.8 In accepting the transfer of a player from another CJHL Member League, the incoming League / team recognizes and accepts the player’s penalty and suspension statistics, for the current season, and will continue to administer progressive discipline, should future violations occur, consistent with the provisions of the Junior Supplement.
- 7.9 All players who are traded or released, or who suffer a season ending injury, are entitled to a refund of any Fee based on the number of days the player played on the team is of the total number of days from the first league regular season game to the last league regular season game (less a reasonable

deposit and less a deduction for any deliverables that have been delivered to the player) or such other league refund policy as is approved in advance by the CJHL.

7.10 Unless otherwise agreed in writing in the CJHL Player Transfer Agreement, all future considerations must be completed within twenty-four (24) hours of the completion of the final game of the Centennial Cup. Future considerations that are not completed within the time agreed by the parties or within twenty-four (24) hours of the completion of the final game of the RBC Cup, as the case may be, shall be deemed to be severed from the CJHL Player Transfer Agreement and the balance of the CJHL Player Transfer Agreement shall remain in full force and effect.

7.11 The amount of cash payable in connection with the release or transfer of a player or players shall not exceed \$5,000 per CJHL Player Transfer Agreement.

7.12 All cash payments paid or payable pursuant to a CJHL Player Transfer Agreement shall be paid from and in the name of the league head office of the paying team to and in the name of the league head office of the receiving team. Such payments must be received at the receiving league's designated address no later than thirty (30) days following the later of: (a) the date of approval of the CJHL Player Transfer Agreement, or (b) such later payment date as may be set out in writing by the teams in the CJHL Player Transfer Agreement. In the event that a fine is levied against a member league for late or failed payment, such fine shall be payable to the non-offending league.

Failure to do so, will result in a fine to the offending CJHL Member, equal to 10%, of the cash value of the Trade Agreement, with such fine being issued by the CJHL President, and remitted to the non-offending League.

Any transfer agreement not responded to within 72 hours by either League office will be deemed void, and the parties will be required to resubmit their request for approval.

7.13. No team, or person on behalf of such team, may pay, offer to pay or promise to pay or receive, request or offer to accept, in the future, directly or indirectly in any manner whatsoever, an amount in respect of an inter-league player transfer that exceeds the maximum limit on the cash component of any inter-league player transfer (as adjusted from time to time). Any team in violation of this provision shall be subject to the following sanctions and discipline:

- (a) minimum \$10,000 fine payable to the CJHL;
- (b) the team will be ineligible to compete in regional or national championships for the season in which the violation occurs and the three (3) seasons following the season in which the violation occurs;
- (c) all players registered as members of the team on the Hockey Canada Registry at the time of the violation shall be released without compensation (i.e., become "free agents") at the end of the season in which the violation occurs; and
- (d) no player that becomes registered by the team on the Hockey Canada Registry after the violation may participate in any inter-league, regional or national teams (e.g., WJAC, CJHL Prospects, Central Canada Cup Challenge) in the season in which the violation occurs and the three (3) seasons following the season in which the violation occurs.

A violation of this provision is deemed to have occurred on the later of the date in which the violation actually occurred and the date in which the CJHL President has ruled that a violation of this provision has occurred.

7.14. No CJHL member may approve a CJHL Player Transfer Agreement that is filed between 6:00 p.m. EST on January 10 and 12:00 p.m. EST on June 1.

7.15. No CJHL member may approve a CJHL Player Transfer Agreement that is filed between 9:00 p.m. EST on December 10 and 12:00 p.m. EST on January 1.

(Note: the stipulations placed on time frames outlined in regulations 7.15, 7.16, and 7.17 allows for one extra hour for Leagues to permit inter league trades not to exceed the national HC requirement.)

7.16. All inter-league player transfers are subject to a CJHL transaction fee of \$150 per team. Such amount is to be paid to the CJHL as follows:

(e) transaction fees for inter-league player transfers completed January 11 to September 30 (inclusive) are payable on October 15; and

(f) transaction fees for inter-league player transfers completed October 1 to January 10 (inclusive) are payable on February 1.

All such transaction fees and inter-league player transfers shall be reported on the form of CJHL inter-league transfer report as is approved from time-to-time.

7.17. Notwithstanding Hockey Canada Regulation H.4, the playing rights to a player that does not report to his new team pursuant to a CJHL Player Transfer Agreement shall be held by the new team. The new team may, on or before the 15th day following the date of the CJHL Player Transfer Agreement, notify the CJHL President that such player refuses to report and the name of such player shall be placed by the CJHL President on the CJHL player "Failure to Report" list. No player whose name is on the "Failure to Report" list is eligible to compete for any team in the CJHL. The player's name will be removed from the "Failure to Report" list upon reporting to his new team (or any other team that acquires his rights from his new team). For greater certainty, the CJHL President is not permitted to place a player's name on the "Failure to Report" list after the 15th day following the date of the CJHL Player Transfer Agreement.

7.19. The 15 day limit to add a player to the FTR is not applicable for the period of June 1 to September 14 annually. The 15 day limit to add a player to the FTR would therefore, be applicable for the period of September 15 to January 9th

7.19. Any CJHL member league whose team directly or indirectly offers the playing rights to a player (including by way of placing such player's name on the CJHL wire) for whom they do not hold the CJHL playing rights shall be subject to a \$2,500 fine.

ARTICLE 8 HOCKEY CANADA EVENTS

8.1 No team may submit, approve, endorse or support, directly or indirectly in any manner whatsoever, a bid or application to host any Hockey Canada Event without the written approval of the CJHL.

8.2 No league may submit, approve, endorse or support, directly or indirectly in any manner whatsoever, a bid or application to host any Hockey Canada Event without the written approval of the CJHL.

8.3 All bids or applications to host any Hockey Canada Event shall be subject to and contain such terms

and conditions as determined by the CJHL from time to time

- 8.4 No team, coach or player may participate in any Hockey Canada Event that is hosted by or on behalf of a team or a league that is not a member in good standing of the CJHL or by or on behalf of an organization or group of individuals associated in any way with a team or league that is not a member in good standing of the CJHL, without the written approval of the CJHL.
- 8.5 No team, coach or player may participate in any Hockey Canada Event at which players or teams from leagues that are not members in good standing of the CJHL are participating. For the purposes of this provision, players and teams competing at the World Junior A Challenge on behalf of federations other than Hockey Canada shall be considered players and teams from leagues that are members in good standing of the CJHL.

ARTICLE 9 GENERAL

- 9.1 Each league shall declare in writing by May 1 that it will be operational for the next season. Such declaration shall also set out the number of teams that will compete in the league in the next season and the names and locations of such teams. All CJHL annual dues and special assessments, if any, will be calculated based on those declarations, with any member's annual dues or special assessment, if any, to be increased accordingly for any teams joining a league after May 1.
- 9.2 All motions relating to or having an impact on hockey operations aspects of leagues and/or teams (including for greater certainty, roster rules, playing rules, etc.) shall be submitted to the CJHL President prior to December 15 of the current season.
- 9.3 Except as otherwise permitted by NCAA legislation, no team or person on behalf of such team, may provide, offer to provide, or promise to provide in the future (whether directly or indirectly in any manner whatsoever and whether by way of payment, salary, bonus, profit share, reimbursement of expense, allowance, award, bursary, scholarship, reduction in player fees or participation fees or registration fees, sham employment, or otherwise), any of its players more than actual and necessary expenses (as defined for purposes of NCAA legislation) incurred as a direct result of participation on the team. Any team in violation of this provision shall be subject to the following sanctions and discipline:
- (a) minimum \$10,000 fine payable to the CJHL;
 - (b) the team will be ineligible to compete in regional or national championships for the season in which the violation occurs and the three (3) seasons following the season in which the violation occurs;
 - (c) all players registered as members of the team on the Hockey Canada Registry at the time of the violation shall be released without compensation (i.e., become "free agents") at the end of the season in which the violation occurs; and
 - (d) no player that becomes registered by the team on the Hockey Canada Registry after the violation may participate in any inter-league, regional or national teams (e.g., WJAC, CJHL Prospects, Central Canada Cup Challenge) in the season in which the violation occurs and the three (3) seasons following the season in which the violation occurs.

A violation of this provision is deemed to have occurred on the later of the date in which the violation actually occurred and the date in which the CJHL President has ruled that a violation of

this provision has occurred.

- 9.4 All leagues and teams must provide full, plain and true disclosure, and publication on league and team websites, as the case may be, detailing: (a) the amount of any Fee(s) payable to the team or the league, as the case may be, (b) the deliverables of the league or team, as the case may be, therefor (e.g., equipment, events, billets, advancement initiatives, showcases, events, etc); and (c) the league or team refund policy, as the case may be.
- 9.5 Notwithstanding Hockey Canada Regulation G 10, the playing rights of a player returning from any of the following leagues shall be held by the CJHL team with which he was last registered under the Hockey Canada Registry:

National Hockey League
American Hockey League
ECHL
North American Hockey League (Junior)
Southern Professional Hockey League
Canadian Hockey League
National Collegiate Athletic Association
Canadian Interuniversity Sport
Alberta Colleges Athletics Conference
British Columbia Intercollegiate Hockey League

Upon notification to the CJHL President, the name of any player returning from one of the foregoing leagues that does not report to the last CJHL team with which he was registered under the Hockey Canada Registry shall be placed on the CJHL player "Failure to Report" list and such player shall not be eligible to compete in the CJHL until his name is removed from such list.

- 9.6 The maximum number of players in their last year of Junior A eligibility ("**20-year olds**") that can be registered by a team on the Hockey Canada Registry or that can play in any game shall be

8 - 2021-2022 season

20-year olds who are affiliates do not count towards the maximum number that can be registered, but do count towards the maximum number of 20-year olds per game.

Appendix : “A”

CJHL Appeals Tribunal Rules and Procedures

March 3, 2021

1.1. Application

1.1.1 These Rules and Procedures apply to any appeal of a decision of the CJHL President or the CJHL Board where a right of appeal exists, including a decision relating to any inter-League dispute.

1.2. Definitions

1.2.1 “Board” means the CJHL Board of Directors

1.2.2 “Chair” means the Chair of a Panel

1.2.3 “CJHL” means the Canadian Junior Hockey League

1.2.4 “Coordinator” means the Coordinator of the Appeals Tribunal

1.2.5 “League” means any Member League of the CJHL

1.2.6 “Maltreatment” shall have the meaning described in Hockey Canada’s Maltreatment, Bullying and Harassment Prevention and Protection Policy, and shall include, without limitation, bullying and harassment as defined in that Policy.

1.2.7 “Panel” means a duly constituted Panel of the Appeals Tribunal

1.2.8 “Party” means the Appellant(s) and the Respondent(s) named in the application, and any other party added by the Panel under section 1.7.10 of these Tribunal Rules

1.2.9 “Tribunal” means the CJHL Appeals Tribunal

1.2.10 “Tribunal Rules” means the CJHL Appeals Tribunal Rules and Procedures

1.2.11 “Vice-Coordinator” means a person appointed by the Board who shall carry out any or all of the Coordinator’s duties in the absence of the Coordinator or upon the Coordinator’s request.

1.3. The Tribunal shall hear appeals and make recommendations and decisions in strict accordance with the powers conferred on it in these Tribunal Rules and in compliance with the By-Laws, Rules, Regulations and/or Policies adopted or passed by the CJHL.

1.4. Composition

1.4.1 The Tribunal shall consist of the Coordinator and Vice-Coordinator, and up to (10) other individuals. The Board shall appoint the Tribunal members. The Board may ask Leagues to recommend individuals to sit on the Tribunal. Appointments to the Tribunal will be ratified by the Board annually.

1.4.2 The Coordinator and Vice-Coordinator shall be nominated by any Director and appointed by a majority vote of the Board. They shall have had no membership, executive status or interest in any of the Leagues for at least three (3) years immediately prior to their nomination. In the absence of the Coordinator, or when directed by the Coordinator, the Vice-Coordinator shall act as the Coordinator. All references to the

“Coordinator” in these Tribunal Rules shall include the Vice-Coordinator acting in the capacity of the Coordinator. In the absence of both the Coordinator and Vice-Coordinator, the Board shall appoint an interim Coordinator who satisfies the requirements described in this section 1.4.2.

- 1.4.3 The Coordinator and Vice-Coordinator shall be appointed annually. If either or both cannot complete a term, the Board shall appoint a successor(s).
- 1.4.4 The Tribunal shall sit in Panels of three (3) as needed and a decision of a majority of a Panel shall be final and binding.
- 1.4.5 Should a person appointed to the Tribunal have or have had any position or active role in a League, or any member thereof, in any of the current or previous two (2) seasons, such person shall not be eligible to participate as a Panel member in any appeal in which such League has an interest.

1.5. Appeal Jurisdiction

- 1.5.1 A person, Team, or League who is aggrieved by a final decision of the CJHL President or the Board may appeal to the Tribunal solely on the following grounds:
 - (a) the decision is in conflict with the Articles, By-Laws, Rules, Regulations and/or Policies of the CJHL or Hockey Canada;
 - (b) the party making the decision committed a procedural error, or failed to provide the aggrieved party with a fair hearing that may have had a material impact on the decision rendered; or
 - (c) the party making the decision did not have the authority or jurisdiction to make the decision.
- 1.5.2 The following decisions shall be final and not appealable to the Tribunal:
 - (a) any decision as to the outcome of any game or games;
 - (b) any decision relating to the application of teams to a join a League outside the geographic region of its own Member; or
 - (c) any suspension pursuant to the minimum suspension list.

NOTE: If supplemental discipline is assessed in addition to the minimum suspension, the games in the supplemental discipline are appealable.

- 1.5.3 The Board may from time to time refer matters within its jurisdiction to the Tribunal requesting a recommendation or decision upon such terms or conditions as the Board directs. No decision making power can be referred that would have the effect of altering or amending the Constitution of the CJHL or the jurisdiction of any of its Leagues or of a Hockey Canada Member.

1.6. Appeal Procedure

- 1.6.1 An appeal shall be submitted to the Coordinator via personal service, courier or email no later than seven (7) days from the date the decision sought to be appealed was sent to the appellant by the body that made the decision.
- 1.6.2 Any appeal submission to the Tribunal must include:
- (a) an Appeal Application form completed and signed by the appellant. An application submitted on behalf of any League/Club/Team must be signed by at least one of the signing officers of the relevant League/Club/Team;
 - (b) a concise written argument that contains, in numbered paragraphs, a description of the decision being appealed, the grounds for appeal (including how the appeal qualifies under the relevant paragraph of section 1.5.1), and the facts supporting the appeal.
 - (c) a copy of the decision being appealed and any other pertinent documents;
 - (d) the appellant's contact information (phone numbers and email addresses); and
 - (e) an Appeal Application fee of \$2,500.00 in cash, money order or certified cheque made payable to the CJHL. If submission is by email it must have a copy of payment including courier tracking number with payment arriving no later than two business days following the submission deadline.
- 1.6.3 Upon receipt of the appeal submission, the Coordinator shall forward a copy to the party which rendered the decision that is being appealed (the "Responding Party"). The Responding Party must supply to the Coordinator within seven (7) days,:
- (a) a description in numbered paragraphs, of the position of the decision maker including:
 - i. the facts and applicable policy or regulation supporting the decision,
 - ii. a list of witnesses who gave evidence in the appeal hearing/special meeting;
 - iii. a Fact Finder's Report, if one was considered. In cases where third party confidentiality is required, a full Fact Finder's Report may not be provided; and
 - iv. any additional pertinent documents relating to the original decision.
- 1.6.4 The Coordinator may extend the timelines of an appeal hearing, upon request of either party between June 15 and August 15.
- 1.6.5 Failing a submission from the Responding Party, the appellant's submission will be reviewed by the Coordinator on its own merits.
- 1.6.6 The appellant will be provided the response of the Responding Party and will have an opportunity to rebut only on the points submitted, without the addition of any new arguments or evidence within 48 hours of receiving the response. A copy of such rebuttal will be forwarded to the Responding Party, who shall not have the right to file further submissions, unless specifically directed to do so by the Coordinator.

- 1.6.7 The Coordinator shall determine whether, on the basis of the material submitted, the grounds cited by the appellant qualify the proposed appeal for a hearing. The Parties shall be notified of that determination within five (5) days of the Coordinator's receipt of the submissions described in section 1.6.6.
- 1.6.8 Should the Coordinator determine that the proposed appeal does not qualify for an appeal hearing, the Appeal Application Fee will not be returned to the appellant. This determination shall be final and binding subject only to such further rights of appeals as may be available under the By-Laws, Regulations, Playing Rules and/or Policies of Hockey Canada.
- 1.6.9 Should the Coordinator determine that the proposed appeal qualifies for an appeal hearing, the hearing shall proceed in the following manner:
- (a) The Coordinator shall appoint the Panel, and shall designate one of the Panel members to be the Chair;
 - (b) a hearing shall be set for a date no later than 15 days after the date that the Coordinator's determination is issued;
 - (c) if it is not practical to schedule an appeal hearing within 15 days, a hearing date may be set beyond the 15 day period and such delayed hearing date does not constitute grounds for an appeal to Hockey Canada;
 - (d) the Coordinator shall send a notice to all Parties to the appeal not less than five (5) days before the scheduled date for the appeal. The Notice of Appeal hearing shall include:
 - i. a statement of the issue(s) to be considered;
 - ii. if the hearing will be held other than by written presentations only, the time and place of the appeal hearing;
 - iii. if the hearing will be held other than by written presentations only, a statement advising each Party that if they do not attend the hearing, the appeal hearing may proceed in the absence of that party without further notice, and
 - iv. a copy of all material submitted by the Parties.
- 1.6.10 Once convened, an Appeal hearing may be adjourned from time to time, provided that the Panel decides that such adjournment is necessary in the interests of justice.

1.7. Appeal Hearing Procedure

- 1.7.1 All appeal hearings shall proceed by videoconference unless otherwise ordered by the Panel, at its sole and absolute discretion. No appeal hearing shall be open to the public.
- 1.7.2 Any appeal may be resolved on consent of all Parties prior to, or during, an appeal hearing. The Panel shall issue a direction as may be necessary to accept such resolution, provided it is consistent with the By-Laws, Rules, Regulations and/or Policies of the CJHL.

- 1.7.3 At no time shall any Party to the appeal be excluded from the appeal hearing while it is in progress unless for gross misconduct during the hearing.
- 1.7.4 The Chair may take such action or give such direction, as is necessary to maintain order at the appeal hearing.
- 1.7.5 At hearings other than those that are limited to written presentations only, a Party to an appeal may:
- (a) be represented by counsel or an agent;
 - (b) call and examine witnesses and present arguments and submissions; and
 - (c) conduct cross-examination of witnesses as may be reasonable in the circumstances.
- 1.7.6 The Panel:
- (a) shall permit the parties to present their cases in accordance with due process and the rules of natural justice; and
 - (b) may inquire of all Parties as to the possible impact of any decision or ruling for consideration as it sees fit.
- 1.7.7 Although a Panel shall ordinarily consist of three (3) members:
- (a) if 15 minutes or more after the appeal hearing is scheduled to commence, only two (2) members are present, those two (2) members may decide to proceed with the hearing. The power and authority of that Panel will be the same as if three (3) members were present.
 - (b) once convened, if any member of the Panel is unable to continue, the two (2) remaining members may decide to proceed with the appeal hearing. The power and authority of that Panel will be the same as if three (3) members were present.
- 1.7.8 If at the conclusion of any appeal hearing described in section 1.7.7, the two (2) remaining members of the Panel do not agree on a decision, then the issue shall be concluded as a “no decision”. In this situation, the appellant has the right to a rehearing, which shall be heard by a new Panel. The request for rehearing shall be forwarded to the Coordinator within five (5) days after the “no decision” ruling has been issued. Subject to approval by the Coordinator, the rehearing shall be scheduled within eight (8) days of the rehearing request.
- 1.7.9 The Chair may add any person or League as a Party to the appeal hearing that they determine might be materially affected by the resolution of the issue before the Panel. The timing and method of notifying the appellant and respondents shall be at the discretion of the Chair.

1.8. Evidence

- 1.8.1 The Panel may receive such evidence as is relevant and considered to be reliable and trustworthy, and shall have the sole and absolute discretion to exclude hearing oral evidence from any witness who did not give evidence at any previous hearing giving rise

to the appeal to the Tribunal, and to refuse to admit any written evidence which was not filed in any such previous hearing.

1.9. Decision

1.9.1 At the conclusion of the appeal hearing, the Panel may:

- (a) allow or dismiss the appeal in whole or in part, and make such order as is just in the circumstances and consistent with the Articles, By-Laws, Rules, Regulations and/or Policies of the CJHL and the relevant League(s). If the decision involves two Leagues with inconsistent rules then the decision must be consistent with the Articles, By-Laws, Rules, Regulations and/or Policies of the CJHL.
- (b) increase, decrease or leave unchanged any suspension or sanction against the appellant. Such decision must be in accordance with the Articles, By-Laws, Rules, Regulations and/or Policies of the CJHL and the relevant League. If the decision involves two Leagues whose relevant Rules are inconsistent, the decision must be consistent with the Articles, By-Laws, Rules, Regulations and/or Policies of the CJHL and Hockey Canada;
- (c) assess, in a set amount, all or any part of the costs of the appeal against one or more of the parties, as long as the assessment does not exceed the application fee received for the appeal;
- (d) grant a refund of up to 50% of the Appeal Application Fee in cases where the appellant has been substantially successful in their Appeal;
- (e) adjourn the disposition of the appeal provided that written notification of the decision is delivered to all parties within 10 days of the adjournment.

1.9.2 Except where the disposition of the appeal has been adjourned as described in section 1.9.1(e), the Chair shall communicate the Panel's decision on the appeal to the Coordinator in writing within forty-eight (48) hours after the conclusion of the hearing.

1.9.3 If the Coordinator concludes any decision of a Panel is not in adherence with their terms of reference, the Coordinator in consultation with the Board shall return the matter to the Panel with appropriate directions, so that it can render a decision in adherence with any revised direction from the Coordinator.

1.9.4 The Coordinator shall forward the written decision or recommendation of the Panel to all Parties within 24 hours of receiving that decision.

1.9.5 Unless the reasons have been included with the decision, the Chair shall communicate the Panel's reasons in writing, within 10 days following the appeal hearing. Reasons shall include:

- (a) a statement of the jurisdiction for the decision;
- (b) a brief summary of any facts and/or issues the Panel found significant to its decision;
- (c) the policy of the CJHL and of the League (if applicable) that applied to the case;

- (d) reasons for the awarding or denial of costs.
- 1.9.6 Notwithstanding the timeframes cited herein, when an appeal hearing is completed on a Friday or Saturday:
- (a) the Chair shall communicate the Panel's decision to the Coordinator not later than the next business day; and
 - (b) the Coordinator shall forward the decision of the Panel, in writing, to all parties on the next business day following the receipt of the decision with reasons, where available.
- 1.9.7 A decision of the Panel shall be final and binding on all parties, subject only to such further rights of Appeal as may be available under the Articles, By-Laws, Rules, Regulations and/or Policies of Hockey Canada.

1.10. Enforcement

- 1.10.1 Each League shall be bound by decisions of any Panel and shall take all such steps as are necessary within its organization to ensure compliance with such decisions.
- 1.10.2 Where the Board concludes that there has been a contravention of any order or decision made by a Panel, they may take any, some or all of the following actions:
- (a) suspend or restrict the privileges extended through the CJHL to the defaulting party;
 - (b) assess the costs of the enforcement process against the defaulting party;
 - (c) impose a monetary penalty on the defaulting party;
 - (d) require the necessary parties to appear before the Board.

1.11. Miscellaneous

- 1.11.1 No person shall sit on a Panel who is the brother, brother-in-law, spouse, sister, sister-in-law, father, grandfather, mother, grandmother, daughter, son, aunt, uncle, employer, employee, counsel or agent of any party to an appeal or any witness whether such witness gives evidence in person or in writing.
- 1.11.2 Where the time limit for doing anything under these Tribunal Rules expires or falls upon a Saturday, Sunday or a statutory holiday, the time so limited extends to the next business day.
- 1.11.3 Where an issue that is not expressly covered by the provisions of these rules and procedures arises at the appeal hearing, such issue shall be resolved in accordance with the rules of natural justice and, in order to do justice between the parties in dispute, having regard to the By-Laws, Rules, Regulations and Policies of the CJHL or of Hockey Canada.

