



CANADIAN LACROSSE ASSOCIATION APPEALS COMMITTEE

JANUARY 25, 2011

IN THE MATTER OF AN APPEAL BY GAVIN PROUT FOR REIMBURSEMENT OF
EXPENSES FROM TEAM CANADA 2010

BETWEEN:

GAVIN PROUT

APPELLANT

AND

TEAM CANADA 2010 (SENIOR MEN'S FIELD LACROSSE TEAM)

RESPONDENT

Memorandum of Decision

Panel:

Jim Burke (Chair) – CLA Past President
Paul Magnan - President, Manitoba Lacrosse Association
Sean Williams - President, Saskatchewan Lacrosse Association

In Attendance:

Gavin Prout Appellant
Dean French - Executive Director, Team Canada 2010 (“TC2010”)

HEARING PROCESS:

1. The hearing was held by telephone conference call on Tuesday January 25, 2011.
2. The call was recorded.
3. Appearing on behalf of the Appellant was Gavin Prout, a player initially selected to Team Canada and then subsequently released.
4. Appearing on behalf of the Respondent was Dean French, the Executive Director of TC2010.
5. No witnesses were called by either party. Documentation supporting each side was distributed to all parties prior to the hearing.

PART 1: BACKGROUND

1. Gavin Prout was selected to the 2010 Men's Field Lacrosse national team (TC2010). The final selection of the team was communicated in an e-mail February 24, 2010. Training took place between this date and the proposed departure date of July 11, 2010. In a telephone call on June 28, 2010, Mr. Prout was informed he was being released from TC2010. Reasons for his release were given in the call which involved Gavin Prout, Head Coach Dave Huntley, General Manager Johnny Mouridian and Assistant General Manager Stu Brown.
2. Prior to the release date, Mr. Prout incurred expenses with regards to the trip. He purchased a non refundable, non-transferable, non-cancellable plane ticket for his girlfriend to travel to Manchester England to watch him play in the World Championships. In addition he purchased three cell phones for himself, his parents and his girlfriend to use while in England. These phones were suggested by TC2010 as a way of communicating in England at a very reasonable cost.
3. The total costs of these items were as follows:

Airfare	\$ 1,391.70
Phones	<u>\$ 143.87</u>
Total	\$ 1,535.57
4. Mr. Prout was told during the call of June 28, 2010 that it was not TC2010's position to have him or his family out of pocket for any expenses they had incurred. Mr. Prout tried to get reimbursement for the \$ 1,535.57 he felt he was entitled to. After numerous communications, on November 18, 2010, TC2010 informed him they would not be reimbursing his claim and advised him of his right to appeal the decision to the CLA.
5. On November 24, 2010, Mr. Prout sent an appeal into the CLA office.

PART 2: TIMELINES

1. The CLA office reviewed the request for the appeal and ruled that it should proceed. The deadlines were extended as per Policy 7.2.9 to allow the CLA to form an appeal committee.
2. On December 14, 2010, the appeal committee was struck. The Chair of the Appeal committee reviewed the information and determined there was sufficient reason to allow the appeal to proceed. Policy calls for the hearing to be held within twenty one days of the establishment of the committee but given the holiday season and the closing of the CLA office, this period was extended by approximately fourteen days. All parties agreed to the dates proposed. Information was received by Tuesday January 11, 2011 and a hearing was set for the following Tuesday January 18, 2011. This hearing was postponed due to work commitments from one of the panel members so was re-scheduled to Wednesday January 25, 2011.

PART 3: ISSUES

1. An issue was raised in the written appeal letter put forward by Mr. Prout that he was requesting confirmation for the reasons that he was released from TC2010. In the written submission from TC2010, Coach Dave Huntley outlined three reasons for the release of the player which were consistent with what the player was told during the telephone meeting of June 28, 2010. While Mr. Prout did not necessarily agree with the decision to release him based on these reasons, he indicated in his opening statement that his release was not the issue. He was not challenging this or any of the timelines in Coach Huntley's written statement. He launched the appeal to recover the out of pocket expenses he had incurred.
2. The issue raised by Mr. Prout centered on his late dismissal from the team. From the first training camp in October 2009 to the announcement he had been selected to Team Canada February 24, 2010 to the date he was released June 28, 2010, he felt he had not been given any indication he would be released. While he recognized that he had had some issues with respect to his play with the Toronto Nationals that involved the TC2010 coaches speaking with him at various times during the season, he had received no indication that these performance issues would affect his position on TC2010. In his opinion, TC2010 and the Toronto Nationals were two different teams and should be operated in that fashion. Due to delays in airline reservations, he did not book the flight for his girlfriend until June 22 and did not purchase the cell phones until June 23. These purchases were made within 21 days of departure for the tournament. Mr. Prout confirmed that had he been aware that his position with TC2010 was in question by that date, he would not have made the purchases.
3. When the telephone call releasing him from TC2010 was held on June 28, 2010, TC2010 was represented by the Head Coach Dave Huntley, General Manager Johnny Mouridian

and Assistant General Manager Stu Brown. During this conversation, the three management staff indicated to Mr. Prout that it was not the intent of TC2010 to have him or his family out of pocket as a result of the decision to release him from the team and they would recommend that he and his family be reimbursed for expenses they incurred.

4. TC2010 raised the issue that they should not be expected to provide re-imbusement for family expenses. They raised the point that a player could be injured, could become ill or have some other reason over and above just an outright release that would prevent the player attending the tournament. Given this possibility, it is expected that family members would protect themselves through some form of cancellation insurance or similar program. TC2010 should not be expected to raise a line in the budget for reimbursement of family expenses in the event of cancellation. It is the responsibility of the individual to protect themselves from this happening.

Part 4: Evidence and Arguments

1. The issue concerning the reasons for the dismissal from the team was covered in the submission from TC2010. While the Appellant did not agree with all of the reasons given in the submission, he did agree with the timeline and the facts concerning the discussion of June 28, 2010 and the reasons documented in the submission were the reasons given to him on the conference call. The issue of his dismissal from the team was not in question. He was dismissed and the focus of his appeal was reimbursement of expenses because he was released so late in the process. The AC agrees that the dismissal of the player is not an issue as both parties agree with the outline of the call as provided in the TC2010 submission.
2. No evidence was presented in writing to the effect that the player was formally placed on notice that his play for the Toronto Nationals would affect Mr. Prout's position with the team. While Mr. Prout did acknowledge that conversations took place with him concerning aspects of his on field and off field behavior as outlined in the submission for TC2010, there was no discussion concerning his possible release from the team. It would appear to the AC that the decision to release Mr. Prout from the team was made between a Toronto Nationals game on June 24th and the conference call that was held June 28th. As late as June 21, 2010, Mr. Prout was being asked to attend a team conference call for June 28 and so was still considered a member of the team.
3. The airline ticket for the girlfriend was purchased June 22, 2010 by Mr. Prout directly from Orbitz. Mr. Prout stated that had he known on that date (which was only 19 days from departure) that his position on the team was in jeopardy, he would not have purchased the ticket. The AC agrees that this is probably correct. The ticket, while purchased for the girlfriend was purchased by Gavin Prout.

4. The ticket that was purchased had no cancellation insurance and was non-cancellable, non-transferable and non-refundable. Mr. Prout stated that he had no knowledge that his position on the roster was tenuous and had no reason to believe he was not going as a member of TC2010. When questioned by TC2010 about what would have happened if he had become injured, ill or some other problem that would not allow him to attend, Mr. Prout replied that in past Team Canada events, the team did not drop the player from the team but rather took them along as a member of the team. Mr. Prout gave one past example but the AC has no idea if this is fact or not.
5. TC2010 raised the issue of whether the program should be required to reimburse family or friends for costs incurred. They felt their responsibility was to the players only and family and friends travelled at their own risk. Mr. Prout argued that while the ticket was for his girlfriend, he had personally paid for the ticket as a player; he should be entitled to reimbursement. The AC looked at the submission from the conference call where the evidence indicates “we indicated to Gavin that it was not our intent to have him or his family be out of pocket as a result of the decision and that we would recommend that he and his family be reimbursed for expenses they incurred, but that we needed to go in this direction and move forward without Gavin as a member of Team Canada.” TC2010 did compensate the family (Gavin’s mother and father). While the AC thought it was good that TC2010 saw fit to reimburse the family for their expenses, they did not think that in these circumstances, the family should be compensated without the player receiving the same consideration. The team Head Coach, General Manager and Assistant General Manager made a commitment to the player on behalf of TC2010 and these is an expectation that this commitment must be honored.
6. The AC recognizes that any National Team program has the ability to release players up to the date of the competition. This process is necessary to insure that the best possible team is assembled for the competition. However, there did appear to be a lack clear guidelines for the players with respect to this event happening. TC2010 did not have a policy they communicated to the players with regards to this type of event. In the call to the player, team management took the position that the player would be compensated for his out of pocket expenses. The purchase of the airline ticket regardless of who it was for was an out of pocket expense for Mr. Prout as demonstrated by the receipt produced.

7. Decision

1. The AC finds in favor of the Appellant – Gavin Prout and finds that TC2010 should refund a total of \$ 1,535.57 to Mr. Prout.
2. The AC finds in favor of the Appellant and Directs the CLA to return the \$ 500 deposit for the appeal to Mr. Prout.

Observations

1. The CLA through its National Team Strategy (currently under discussion) should develop a number of policies with the National Teams to cover these types of competencies. The development of a formal position on this type of incident should prevent a similar possible occurrence in the future.
2. The AC understands the general position of TC2010 that they cannot be responsible for reimbursement for expenses from family and friends but TC2010 needed to develop their position and outline it clearly to the players. In this case, the player understood that he was still a member of TC2010 until as late as the conference call of June 28th. There was no evidence submitted to show that the player had been informed that his behavior on and off the field with the Toronto Nationals team could put his position with TC2010 in jeopardy outside of conversations by the coaching staff to address these issues. Had TC2010 advised the player that his position with TC2010 was tenuous due to these playing issues with the Toronto Nationals, they could have advised the player to hold off purchasing the ticket or advised him he was buying it at his own risk as a final decision on his status had not been reached.
3. The decision lines should be more clearly defined for these types of national teams. In this case, the team Head Coach, General Manager and Assistant General Manager indicated to the player that he would be reimbursed. It is understandable that the player felt he was being made a commitment during this conversation that he could rely on. As the team finances were in question at the time, it would not appear as if this comment was appropriate and from the evidence, the decision appears to have been left to the Executive Director. There appears to have been either some lack of communication on this issue or lack of for-sight. The person controlling the finances should be making this commitment.

Dated this 27th day of January, 2011.

CLA APPEALS COMMITTEE

Per:

Jim Burke, Chair