

CANADIAN LACROSSE ASSOCIATION TRANSFER REVIEW COMMITTEE

IN THE MATTER OF
AN APPEAL BY THE COQUITLAM ADANACS
FROM A DENIAL OF A CLA TRANSFER FROM
THE ONTARIO LACROSSE ASSOCIATION

BETWEEN:

COQUITLAM ADANACS

APPELLANT

AND:

ONTARIO LACROSSE ASSOCIATION

RESPONDENT

DECISION

Overview:

On May 26, 2010 an appeal was heard by the Transfer Review Committee from the Coquitlam Adanac Senior A Lacrosse Club (Adanacs) with respect to the denial of the transfer request of Nick Rose by the OLA on behalf of the Brooklyn Redmen (Redmen). Representing the Coquitlam Adanacs were Les Wingrove and Richard Rainey. The OLA were represented by Dave Louey and Wayne Colley. Also attending were Sohen Gill on behalf of the BCLA and WLA and Jim Brady for the MSL.

Notwithstanding that a number of issues were raised, the only issue the Committee was to determine was; did the OLA have the right to deny the transfer requested from Nick Rose to move from Ontario to British Columbia.

Facts:

Nick Rose is a player who graduated from the Junior A Lacrosse League in the MA of Ontario in 2009. As a graduating player he remained a member of the Ontario Lacrosse Association but was not affiliated with any particular club until either signing with a club or being drafted. In December of 2009 Mr. Rose contacted Mr. Wingrove advising of his interest in playing for Coquitlam for the 2010 season. Discussions continued until the end of January and shortly thereafter Mr. Rose was drafted by the Redmen at which time his playing rights were secured by that team.

On February 17, 2010 Mr. Wingrove contacted the General Manager for the Redmen, Wayne Colley via email requesting permission to speak to Mr. Rose. On the same day Mr. Colley advised Mr. Wingrove that Mr. Rose's playing rights had been traded to the Langley Thunder.

After March 1, 2010 Mr. Rose submitted his Player Transfer Form to the CLA and on April 20, 2010 Mr. Louey on behalf of the OLA responded to the CLA denying such a request.

Arguments:

The first argument raised by Coquitlam is that the Redmen did not have the right to trade Mr. Rose's playing rights to the Langley Thunder and that because Mr. Rose commenced the transfer process there was an obligation on behalf of the Redmen to negotiate with the Adanacs.

The second argument is that the Redmen had an obligation to negotiate with the Adanacs for the release of Mr. Rose's rights as a matter of good faith and fair dealing.

Discussion:

Upon review of Section 18 of the CLA Operations Manual (Manual) it appears to the Committee that the answer to the issue can be found within the following subsection:

18.4.1. "The CLA recognizes that all players wishing to play lacrosse in Canada have the privilege to do so provided certain conditions are met...."

This Section further reads as follows under Sub Section 18.4.1.1:

"These conditions are not meant to completely restrict the movement of players between Member Associations/Associate Member Associations (MA/AMA) however the CLA recognizes that restrictions are necessary to help with the development of players within Member/Associate Members Associations. This policy strikes a balance between complete restriction and the free movement of players".

The Committee interprets this Section to mean the player must reach suitable terms with both the MA/AMA he is leaving from and the one that he is moving to. Mr. Rose contacted the Adanacs for the purposes of playing there and prior to being drafted by the Redmen made arrangements to move there. He initiated the transfer process by completing Part 1 of the Player Transfer Form and submitted it to the CLA. Once received by the CLA office, it was forwarded to the OLA and the OLA denied the

request. At this point Mr. Rose has not been able to satisfy the departing MA therefore he has not met the conditions set out in Section 18.4.1. therefore he does not have the right to play in another MA/AMA. He does however retain the right to play in his original MA /AMA if he should choose to return there.

The Adanac argument seems to suggest that there is a requirement by the Redmen to negotiate a release with that team which the player indicates as his desired team, however upon review of the Policy we find nowhere that there is such a requirement.

Based upon our findings in the first issue we suggest that the second issue does not need to be considered here. Had the Redmen entered into negotiations with the Adanacs this issue may have warranted consideration however we leave it to another Committee to consider the matter.

Conclusion:

The Committee has denied the appeal. We find it interesting that within each MA there are rules set in place to prevent players from choosing which club they wish to play for yet the Adanac argument would suggest that because a player is leaving an MA he has that right to make the choice. There is no reason for there to be any such inconsistencies. Mr. Rose has the privilege of playing but he must do so within the rules of the CLA and the MA/AMA in which he is registered to play. The transfer was denied by the OLA and the appeal is denied. The suggestion that because the player commences the transfer that it is his right to be released is incorrect. He does have other alternatives that he may wish to consider such as returning to his old MA/AMA and playing there or agreeing to play with the team which suitable arrangements have been made by the Redmen or sitting out one year, after which he may play anywhere that he wishes to. At that time he would submit a new request for transfer.

Ahmed Jomha

Jim Burke

Joey Harris