

TRANSFER REVIEW COMMITTEE

Appeal of Stephen Fryer

Attending

The following individuals attended the appeal:

John Doherty- OLA
Stan Cocherton- OLA
Dean McLeod- OLA
Doug Louey- OLA Respondent
Bob Burke- Brampton Junior A
Doug Authur- Brampton Junior A
Stephen Fryer- Appellant
Sohen Gill- BCLA
Curt Malawsky- Coquitlam Junior A

Hearing the matter were the following:

Jim Burke
Steve O'Shaughnessy
AJ Jomha

The following decision arises from a hearing held on April 18, 2011 with respect to the appeal of the denial from the OLA grant Stephen Fryer a release to the BCLA.

Facts

In the month of October 2010 and upon hearing the fate of the coaching staff Mr. Fryer contacted an executive of the Brampton Junior A Team to express his dissatisfaction with the turn of events and his intention not to play in Brampton. There were further conversations between Mr. Fryer and one or more of the executives including Mr. Bob Burke and it was during one of those conversations that Mr. Fryer was given permission to contact teams outside the Province of Ontario. In addition to Mr. Fryer's frustration with respect to the coaching decision, he also indicated a number of factors such as practice times and other GM decisions which he disagreed with. Mr. Fryer then contacted the Coquitlam Junior A Club to discuss the possibility of him playing his final junior season there.

Mr. Fryer is relying upon Section 18.4.12.1. this reads as follows:

18.4.12.1. Should a team or player believe there are exceptional circumstances regarding the denial of a transfer, they can apply to the Transfer Review Committee, as defined in this Section, stating the exceptional circumstances. Grounds for permitting the transfer under the exceptional circumstance clause include but are not limited to the following...

18.4.12.1.3. Compassionate reasons

Mr. Fryer presented two (2) arguments in support of his position; they are as follows:

- a) There has been a breakdown between himself and his club. He stated he cannot play under the conditions that have arisen because of decisions made by the executive.
- b) He has registered for a term in a college in the Province of British Columbia which will allow him to further his education in his chosen field. This would commence on May 9, 2011.

There is evidence that there was some preliminary contact in February 2011, between Coquitlam and Brampton, however, negotiations did not become serious until Mr. Fryer had submitted his request for a release in March of 2011. That release was denied by the Ontario Lacrosse Association at the request of the Brampton Junior A Club stating terms had not been agreed to. The Board acknowledges that the clubs attempted to negotiate terms that would be satisfactory to both teams; however, it is clear that there is a wide disparity between the amount of compensation that the parties were either prepared to pay or accept.

By Mr. Burkes evidence he did have discussions with Mr. Fryer and made it clear to him that they had no intentions to trade him or release him and that they expected that Mr. Fryer would play for Brampton. Further Mr. Burke stated that there continues to be a spot on the roster for Mr. Fryer and he was welcome at any time.

Mr. Burke also stated that there was a discussion between Coquitlam and Brampton however there was no agreement between the parties with respect to compensation.

There was also evidence that there was at least one educational institution close to Brampton which offered the same course that Mr. Fryer had registered for in British Columbia. This statement was not refuted.

Decision

The Committee understands that there are situations where individuals find themselves in the position where they are unhappy because of decisions made by the organization for whom they play. However it is the opinion of the Committee that it was not the intentions of the CLA Board of Directors to interpret the phrase "Compassionate grounds" to include situations where an individual is required to play for an organization that they are not in agreement with philosophically. We reserve this phrase to mean that an individual is required to transfer to another MA/AMA because of extenuating circumstances outside the game of lacrosse. The only evidence raised at the hearing that dealt with matters outside of the game of lacrosse was the potential to attend an educational institution with the purposes of furthering appellant's career. We will address that matter later.

It is not within this Committee's jurisdiction to determine whether decisions made by an organization are positive or negative and then determine how that would affect the individual requesting the release. If there are decisions being made by that organization which were detrimental to an individual or harmful then that individual's concerns must be addressed by the local MA not by the Transfer Committee.

The Committee also must make it clear that this matter can be differentiated from the Simon Giourmetakis matter. In that case it was decided that promises had been made by an individual within that organization which would allow Mr. Giourmetakis to play elsewhere in his final year. The Committee found that the promise had to be upheld. Those facts can be differentiated from the facts before us.

With respect to the educational argument raised by Mr. Fryer we are not convinced that was his reason for leaving Ontario. There was evidence put before the committee showing that there were options close to where Mr. Fryer lives in Ontario which would allow him to attend and take these courses. We also note that this course ran from May and ended in the beginning of September consistent with the lacrosse season. We find that Mr. Fryer is attending this course while wanting to play in British Columbia rather than being required to attend this course in British Columbia with no other options.

Finally we wish to make comment on certain arguments that had been raised during the hearing. There was a suggestion that the Transfer Review Committee had the authority to determine compensation when the parties

could not resolve this issue between themselves, however, we refer to 18.4.12.2 which reads as follows:

18.4.12.2 The Transfer Review Committee will not determine matters of compensation unless a transfer is granted under the Right of Appeal of a Denied Transfer in this Section and the determination of compensation is warranted.

It is clear that the Committee can only address this issue after a successful appeal. This was the case in the Giourmetakis appeal wherein once it was determined that Mr. Giourmetakis was entitled to his transfer then it was up to the Transfer Review Committee to determine the compensation.

Summary

The Review Transfer Committee dismisses the appeal. As was stated in the Shawn Dhaliwal decision, we think that it is important that all of our members understand the basis upon what one may make applications for the appeal. The sum of \$500.00 for many of these individuals is expensive; however, it pales in the comparison to the costs that are associated with the hearing. When one considers the collective time that is needed in order to hear these matters it becomes clear that it is an expensive process. Now that there is a growing body of decisions people should have a fairly clear idea of the type of arguments that will or will not be successful.

Transfer Review Committee