

DISPUTE RESOLUTION/MEDIATION POLICY- PHAST- PORT HAWKESBURY ANTIGONISH SWIM TEAM

Definitions

1. The following term has this meaning in this Policy:
 - a) *“Participants”* – Refers to all categories of individual members and/or registrants defined in the By-laws of PHAST who are subject to the policies of PHAST/SNS, as well as all people employed by, contracted by, or engaged in activities with PHAST, including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers.

Purpose

2. PHAST supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. Alternate Dispute Resolution also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
3. PHAST encourages all Participants to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. PHAST believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques. Negotiated resolutions to disputes with and among Participants are strongly encouraged.

Application of this Policy

4. This Policy applies to all Participants.
5. Opportunities for Alternate Dispute Resolution may be pursued at any point in a dispute when all parties to the dispute agree that such a course of action would be mutually beneficial.

Filing a Dispute

6. Any Participant may file a dispute with the PHAST executive. The dispute must be in writing and signed, and must be filed within fourteen (14) days of the alleged incident or decision. Anonymous disputes may be accepted at the sole discretion of the PHAST executive.
7. A dispute filed outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the dispute outside of the fourteen (14) day period will be at the sole discretion of the PHAST executive. This decision may not be appealed.

Facilitation and Mediation

8. The dispute will first be referred to PHAST’s President (or designate) for review, with the objective of resolving the dispute via Alternate Dispute Resolution and/or mediation.
9. If all parties to a dispute agree to Alternate Dispute Resolution, a mediator or facilitator, acceptable to all parties, shall be appointed to mediate or facilitate the dispute.

10. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated, and shall specify a deadline before which the parties must reach a negotiated decision.
11. Should a negotiated decision be reached, the decision shall be reported to, and approved by the PHAST Executive. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated decision, pending PHAST executive's approval.
12. Should a negotiated decision not be reached by the deadline specified by the mediator or facilitator at the start of the process, or if the parties to the dispute do not agree to Alternate Dispute Resolution, the dispute shall be considered under the appropriate section of PHAST's *Discipline and Complaints Policy*.

Final and Binding

13. Any negotiated decision will be binding on the parties. Negotiated decisions may not be appealed.

