

## SPORT FOR LIFE SOCIETY PROCEDURE

<b>TITLE: DISPUTE RESOLUTION PROCEDURE</b>	
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### Definitions

1. The following definitions have these meanings in this Procedure:
  - a) **Representative** – Any individual employed by, or engaged in activities on behalf of, the Sport for Life Society including: employees, contractors, consultants, Learning Facilitators, the Board of Directors, volunteers, researchers, and administrators

### Purpose

2. The Sport for Life Society supports the principles of Alternative Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. ADR also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
3. The Sport for Life Society encourages all Representatives to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences. The Sport for Life Society believes that negotiated settlements are most often preferable to arbitrated outcomes. Negotiated resolutions to disputes with and among Representatives are strongly encouraged.

### Application of this Procedure

4. This Procedure applies to all Representatives.
5. Opportunities for ADR 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.

### Facilitation and Mediation

6. If all parties to a dispute agree to ADR, a mediator or facilitator, acceptable to all parties, shall be appointed to mediate or facilitate the dispute.
7. The Sport for Life Society may engage the services of the Sport Dispute Resolution Centre of Canada (SDRCC). The SDRCC offers national alternative dispute resolution programs available to the Canadian sport community offering arbitration, mediation and education services, nationally accessible in both official languages and at a low cost for the parties. Access to SDRCC programs and services is a guaranteed right for any member of, or any participant within, a national sport body for any dispute within the jurisdictions of those bodies. The Government of Canada includes in its contribution agreements a reference to the Centre and makes it mandatory to all Multisport Service Sports Organizations receiving federal funding to refer all disputes with their members to the Centre once internal alternative dispute mechanisms have been exhausted.

8. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and may, if they consider it appropriate, specify a deadline before which the parties must reach a negotiated decision.
9. Should a negotiated settlement be reached, the written settlement shall be reported to the Sport for Life Society. 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 approval.
10. Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator at the start of the process (if set), or if the parties to the dispute do not agree to ADR, the dispute shall be considered under the appropriate section of the *Discipline and Complaints Procedure* or *Appeal Procedure*, as applicable.

**Final and Binding**

11. Any negotiated settlement will be binding on the parties. Negotiated settlements may not be appealed.