

## **Able Sail Toronto Dispute Resolution Policy**

Effective date	March 10, 2023
Initial Approved Date	March 10, 2023
Date last reviewed	March 10, 2023
Archived date	
Replaces and/or amends	
Appendix(-ces) to this Policy	

*Note: The Safe Sport Policy Suite Definitions apply to this policy, please refer to that document for term definitions. Our Safe Sport policies follows the legal practice of capitalized defined terms to assist the reader in identifying that the term has a specific meaning within the policy suite.*

### **Purpose**

1. Able Sail Toronto support Individuals in seeking to resolve their own conflicts and recognize that, in many cases, disputes can be resolved directly and quickly in an informal way. In situations where direct action by Individuals may be inappropriate or unsuccessful, we support the principles of Alternate Dispute Resolution (ADR) to resolve disputes, which can be achieved through negotiation, facilitation, and mediation. ADR avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
2. Able Sail Toronto encourages all Individuals to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. Able Sail Toronto believes that negotiated settlements are usually preferable to arbitrated outcomes. Negotiated resolutions to disputes with and among Individuals are strongly encouraged.

### **Application of this Policy**

3. This Policy applies to all Individuals.
4. 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. If the dispute involves a potential Workplace Harassment or Workplace Violence situation, then the investigation must be completed pursuant to the Workplace Violence and Workplace Harassment Policy before consideration is given to ADR.

### **Facilitation and Mediation**

5. 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. The costs of mediation and facilitation shall be borne by the Parties, unless agreed to otherwise with Able Sail Toronto.
6. 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 timeline within which both Parties must reach a negotiated decision.
7. Should a negotiated decision be reached, the settlement shall be reported to Able Sail Toronto, and Sail Canada and/or Ontario Sailing (as applicable). Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated settlement.

8. Should a negotiated decision not be reached by the deadline specified by the mediator or facilitator or if the Parties to the dispute do not agree to Alternate Dispute Resolution, the dispute shall be considered under the appropriate section of Able Sail Toronto's *Discipline and Complaints Policy* or *Appeal Policy*.

**Final and Binding**

9. Any negotiated decision will be binding on the Parties and shall remain confidential and will be protected by Able Sail Toronto's Privacy Policy, as applicable. Negotiated decisions may not be appealed.
10. No action or legal proceeding will be commenced against Able Sail Toronto or any Sail Canada Organization in respect of a dispute, unless Able Sail Toronto or Ontario Sailing has refused or failed to provide or abide by the dispute resolution process contained in its governing documents.

**Privacy**

11. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Able Sail Toronto's Privacy Policy.
12. Able Sail Toronto or any of its delegates pursuant to this Policy shall comply with Able Sail Toronto's Privacy Policy in the performance of their services under this Policy.