

SWIM ALBERTA

DISPUTE RESOLUTION POLICY

Effective date	September 2, 2025
Archived date	N/A
Date last reviewed	N/A
Scheduled review date	September 1, 2027
Replaces and/or amends	Swim Alberta Alternate Dispute Resolution Policy, approved January 12, 2013
Approved by and date	Swim Alberta Board of Directors, August 27, 2025
Appendix(-ces) to this Policy	N/A

Purpose

1. Swim Alberta and its Clubs 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, Swim Alberta and its Clubs support the principles of Alternative 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. Swim Alberta and its Clubs encourage all Individuals to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences. Swim Alberta and its Clubs believe that negotiated settlements are most often 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 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

5. 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. The costs of the mediation or facilitation shall be borne by the Parties, unless agreed to otherwise with Swim Alberta or the relevant Clubs (as applicable).

6. Where Swimming Canada is involved in the matter and where the SDRCC permits, Swimming Canada may, upon agreement of the Parties, refer the matter for mediation using the mediation services of the SDRCC.
7. 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. ADR is conducted on a without prejudice basis. As such, any positions taken during mediation or facilitation shall be maintained as confidential and may not be used by any Party against another Party at any time outside of the ADR process.
8. Should a negotiated settlement be reached, the settlement shall be reported to Swim Alberta or the Club (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. Where Swim Alberta may be required to implement any part of a negotiated settlement, it shall become a Party to the mediation or it shall be given the opportunity to approve the negotiated settlement, but only with respect to aspects of the settlement that it may be required to implement.
9. 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 *Complaints Resolution Policy* or *Appeal Policy*, as applicable.

Final and Binding

10. Any negotiated settlement will be binding on the Parties and shall, unless the Parties decide otherwise, remain confidential and will be protected by Swim Alberta and/or the Club's usual policies and practices regarding private and/or confidential information, as applicable. Negotiated settlements may not be appealed.
11. No action or legal proceeding will be commenced against Swim Alberta or a Club in respect of a dispute, unless Swim Alberta or the Club has refused or failed to provide or abide by the dispute resolution processes set out in its governing documents.

Privacy

12. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Swim Alberta's usual policies and practices regarding private and/or confidential information, or those of its Clubs, as applicable.
13. Swim Alberta, its Clubs, or any of their delegates pursuant to this Policy, shall comply with Swim Alberta's usual policies and practices regarding private and/or confidential information (or, where applicable, those of its Clubs) in the performance of their services under this Policy.