



DISPUTE RESOLUTION POLICY

UPDATED: November 6, 2020

PURPOSE

The British Columbia Freestyle Ski Association, hereafter referred to as Freestyle BC (FBC), supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, mediation and arbitration as effective ways to resolve disputes with and among members, and to avoid the uncertainty, costs and other negative effects associated with litigation.

Freestyle BC encourages all Freestyle BC Members to communicate openly and to collaborate in using problem-solving and negotiation techniques to resolve their differences.

In almost all cases a negotiated settlement is preferable to any outcome achieved through other dispute resolution techniques and negotiated resolutions to disputes with and among Freestyle BC Members are strongly encouraged.

DEFINITIONS

1. The following terms have these meanings in this Policy:
 - a. **“Freestyle BC Member”** – All categories of membership within Freestyle BC, as well as all individuals employed by or engaged in activities with Freestyle BC, including but not limited to, athletes, coaches, officials, judges, volunteers, directors, officers, administrators, spectators and parents of Freestyle BC members.
 - b. **“the parties”** – Refers to the claimant (the party raising the issue for the dispute) and respondent (the party responding to the complaint or dispute) in a dispute situation.
 - c. **“affected parties”** – Refers to anyone who would be affected by a change in the decision resulting from dispute resolution remedies.

SCOPE

2. This Policy applies to all Freestyle BC Members as defined in the Definitions

3. Opportunities for Alternate Dispute Resolution may be pursued at any time in a dispute between an FBC Member and FBC or two FBC Members when all parties to the dispute agree such a course of action would be beneficial.
4. This policy does not apply to:
 - a. disputes regarding minor and/or major infractions as described in the Freestyle BC Code of Conduct; or
 - b. disputes regarding Bullying and Harassment.Information on resolving such issues can be found in the Freestyle BC Discipline and Complaints, Safe Sport, and Freedom from Bullying and Harassment Policies.

FILING A DISPUTE

5. Any Freestyle BC Member may file a dispute with the FBC office. 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 FBC.
6. 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 Freestyle BC. This decision may not be appealed.

INTERNAL RESOLUTION

7. In the event of a dispute between a Freestyle BC Member and Freestyle BC or between two members, FBC decidedly forms a private tribunal which undertakes to resolve the disputes.
8. Internal remedies and the systems must be procedurally fair and must adhere to the laws of natural justice.
9. When all internal avenues for dispute resolution have not satisfactorily remedied the issue, the options for mediation and arbitration contained in this Policy are available to all Freestyle BC Members.

FACILITATION AND MEDIATION

10. Opportunities for facilitation and mediation may be pursued at any point in a dispute where it is appropriate and where the disputing parties agree that such a course of action would be mutually beneficial.

11. The costs of mediation will be shared equally by the parties, excluding situations in which the dispute is determined to be frivolous.

ARBITRATION

12. In the event that a dispute persists after all other Freestyle BC internal remedies have been exhausted including negotiation, facilitation, mediation and/or appeals, the parties may, upon mutual consent, pursue opportunities for arbitration.
13. Where arbitration is pursued, it will be done using trained arbitrators who are acceptable to the parties.
14. The parties involved in a dispute may also mutually agree to bypass internal avenues of dispute resolution, including appeals, and may directly pursue opportunities for arbitration.
15. Where a dispute is referred to arbitration, all parties to the original dispute will become parties to the arbitration and the costs of the arbitration will be decided by the Arbitrator.
16. The parties to arbitration will enter into a written Arbitration Agreement that will specify that the decision of the arbitrator will be final and binding upon the parties and not subject to any further review by any court or any other body.

NO LEGAL ACTION

17. No action, application for judicial review or other legal proceeding will be commenced against Freestyle BC respecting a dispute, unless the remedies afforded by this policy have not been offered or have been exhausted. In no case may a party pursue legal action against Freestyle BC in respect of arbitration, for which the parties have entered into a written Arbitration Agreement.

The policies in this document may from time to time be revised and amended by the Freestyle BC Board of Directors. Updated documents will be made available on the Freestyle BC website.

APPENDIX - VIASPORT RESOURCES

Disputes are a substantial drain on the sport sector in British Columbia, absorbing time, money and energy that sport organizations could otherwise invest to increase quality and participation in sport and physical activity across the province.

The **Sport Law Connect Program (SLCP)** was created by the [Sport Dispute Resolution Centre of Canada](#) (SDRCC) to increase access to dispute resolution resources and services for the sport community.

Alternative Dispute Resolution (ADR) includes processes and techniques that bring disputing parties to a resolution outside of the court system. By submitting a dispute, sport organizations access a free resource that connects them with law students or ADR professionals, known as the SLCP Participants. Trained in the resolution of sport disputes, the SLCP Participants are free from conflict of interest and able to lead a fair and timely process.

The SLCP is being piloted in our province in partnership with viaSport BC, the University of British Columbia, the University of Victoria and the [Alternative Dispute Resolution Institute of BC](#) (ADRBC).

FAQ - Is my sport organization eligible?

You must fulfill **all** the requirements below to submit a dispute.

1) Your organization is a Provincial Sport Organization (PSO) in British Columbia

At this time, only PSOs can access the services. However, PSOs may access the services on behalf of their local sport organizations.

2) The dispute at hand is eligible

If your PSO has a dispute resolution or an appeal policy in place, any matter that is deemed admissible under such policy could be referred to the SLCP. Submitted disputes generally fall under one of the following categories:

- **Discipline:** An individual is accused of breaching the organization's Code of Conduct and the organization wishes to determine whether a violation did occur and, if so, what would be the applicable sanction
- **Team Selection:** An individual who is not selected to a provincial team wishes to dispute the decision
- **Governance:** A disagreement regarding the way in which the by-laws or other governance policies have been adopted or applied to reach a certain decision, such as

challenges to the Board election process, changes enacted by the Board that affect the members, etc.

Other types of disputes may also be considered at viaSport's sole discretion. Ineligible disputes include those in which a specialized adjudication or dispute resolution process already exists under governing policies or laws such as, but not limited to, doping, criminal behavior, child protection, employment standards or workers' compensation, consumer protection or human rights.

3) Your PSO has Directors and Officers Liability Insurance

The individuals in the SLCP will be acting as volunteers on behalf of your PSO. It is required that your Directors and Officers Liability Insurance covers them when acting as such.

4) Your PSO agrees to the rules, terms and conditions of the program

If the services requested are for a dispute in which the parties wish to attempt to resolve amicably by way of settlement but a neutral third party is needed to assist the process, the [Facilitation Rules](#) are applicable.

If the services requested are for a dispute in which the parties wish to present their case to an independent decision-making panel who will conduct a hearing process and render a decision on the dispute, the [Appeal Rules](#) are applicable. These Appeal Rules will supersede the PSO's dispute resolution or appeal policy.