



CLUB POLICY

Dispute Resolution Policy

Air Attack Volleyball Club

STATUS	Approved
ADMINISTRATOR	Club President or designate
DISPUTE CONTACT	President or designate via merle@airattack.ca
APPROVED BY	Air Attack Volleyball Club Board of Directors
EFFECTIVE DATE	Date approved by the Board

Purpose and Principles

Air Attack Volleyball Club (the Club) is committed to addressing disputes in a fair, respectful, and timely manner. This Policy establishes a voluntary Alternative Dispute Resolution process that may be used to resolve appropriate disagreements through negotiation, facilitation, or mediation.

Alternative Dispute Resolution can help people understand different perspectives, identify practical solutions, and preserve working relationships. It does not replace safeguarding, mandatory reporting, disciplinary, appeal, emergency, or legal processes where one of those processes is required.

Definitions

The following terms have these meanings in this Policy:

Alternative Dispute Resolution or ADR - a voluntary process used to help parties resolve a dispute without an imposed decision. ADR may include direct negotiation, facilitated discussion, mediation, or another process agreed to by the parties and approved by the Club.

Administrator - the Club President or non-conflicted designate responsible for screening requests, deciding whether ADR is appropriate, appointing a Mediator or Facilitator, and administering this Policy.

Club - Air Attack Volleyball Club.

Individual - a Club member, registrant, athlete, coach, team personnel, manager, parent or guardian, volunteer, contractor, employee, Director or Officer, committee member, spectator, or other person participating in or acting on behalf of the Club, as applicable to the dispute.

Mediator or Facilitator - the impartial person appointed to help the parties communicate, identify issues, and explore a voluntary resolution. The Mediator or Facilitator does not impose a decision.

Application and Suitability

This Policy applies to Individuals and may be considered for interpersonal, operational, or other disputes arising from Club activities or relationships. ADR may be proposed before or during another Club process when the Administrator determines that it is appropriate.

Participation in ADR is voluntary. The Club may encourage or offer ADR, but each party must freely agree to participate and may withdraw at any time. A person will not be penalized or treated adversely for declining or ending participation in ADR.

ADR will not be used where the Administrator determines that a formal or immediate response is required because of an immediate safety concern, suspected abuse or maltreatment, serious misconduct, a legal or mandatory reporting obligation, a significant power imbalance or risk of coercion, or a matter outside the Club's authority.

ADR must not be used to discourage a person from reporting a concern, to pressure a person to withdraw a complaint or appeal, or to delay reasonable protective action.

Requesting Alternative Dispute Resolution

A request for ADR may be submitted to merle@airattack.ca. The request should identify the people involved, provide a brief description of the dispute, and describe the outcome the requesting person hopes to achieve. Detailed evidence is not required at this stage.

The Administrator will review the request, consult the parties as appropriate, and determine whether ADR is suitable. If the President is involved in the dispute or has a conflict of interest, the Board will appoint another non-conflicted person to act as Administrator.

When ADR proceeds, the Administrator will confirm the type of process, the participants, any applicable timelines, and the status of any related complaint, disciplinary, or appeal process. Existing deadlines continue to apply unless the Administrator confirms a pause or adjustment in writing.

Facilitation and Mediation

Where facilitation or mediation is used, the Administrator will appoint a Mediator or Facilitator acceptable to the parties. The person appointed must be impartial, have no conflict of interest or stake in the outcome, and have no involvement that could reasonably call their impartiality into question. The person may be a Director, volunteer, or independent person from outside the Club.

The Mediator or Facilitator will establish the format, participation expectations, and a reasonable timeline for the process in consultation with the Administrator. Meetings may be held jointly or separately and may take place in person or electronically.

When a Minor athlete is directly involved, the Administrator will determine how the athlete's parent or guardian will be informed or involved, taking into account the athlete's age, the nature of the dispute, safety considerations, and applicable Club policies.

The parties are expected to participate honestly, respectfully, and in good faith. The Mediator or Facilitator may end the process if those expectations are not being met or if ADR is no longer appropriate.

Confidentiality

ADR meetings, settlement proposals, and working notes will be kept private to the extent reasonably possible. The Club will normally retain only the final written agreement and the limited administrative records required to document the process.

Confidentiality is not absolute. Information may be disclosed with consent, where required by law or a mandatory reporting obligation, or where disclosure is reasonably necessary to address a safety, safeguarding, or serious conduct concern. Meetings may not be recorded unless the parties, the Mediator or Facilitator, and the Administrator agree in writing.

Resolution

If the parties reach a resolution, the terms will be recorded in writing and should identify the responsibilities of each party and any applicable timelines. The agreement must be signed or otherwise confirmed in writing by the parties.

The agreement must be provided to and approved by the Administrator before it is binding on the Club. The Club will not approve a term that is inconsistent with the law, the Club's Bylaws or policies, safeguarding requirements, or an applicable rule of Volleyball BC, Volleyball Canada, or another governing body.

If a resolution is not reached, a party withdraws, or the process ends, the Administrator will close the ADR process and advise the parties whether the matter may continue under another applicable Club policy or process.

Final and Binding

A voluntary written resolution that has been approved by the Club is final and binding on the parties and is not subject to the Club's Appeal Policy. A concern about a breach of the agreement, its implementation, or whether participation was voluntary may be raised with the Administrator.

Non-Retaliation

Retaliation is prohibited against a person who, in good faith, requests ADR, agrees or declines to participate, withdraws from the process, participates in the process, or raises a safety or conduct concern.

Review and Amendment

The Board will review this Policy periodically and may amend it as required.

This Policy takes effect on the date it is approved by the Board.