

## DISPUTE RESOLUTION POLICY

Effective date	April 1 <sup>st</sup> 2026
Archived date	-
Date last reviewed	March 10 <sup>th</sup> , 2026
Scheduled review date	November 2029
Replaces and/or amends	Dispute Resolution Policy in effect as of Oct 1 <sup>st</sup> , 2021
Approved by and date	Board of Directors, March 10 <sup>th</sup> , 2026
Appendix(-ces) to this Policy	

### Purpose

1. Row Ontario supports 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, Row Ontario supports 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. Row Ontario encourages all Individuals to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences. Row Ontario believes 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 Row Ontario.
6. Where RCA is involved in the matter, it may, upon agreement of the Parties, refer the matter for mediation using the mediation services of the Sport Dispute Resolution Centre of Canada (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.
8. Should a negotiated settlement be reached, the settlement shall be reported to Row Ontario. 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 Row Ontario 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 and Discipline 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 Row Ontario's Privacy Policy, as applicable. Negotiated settlements may not be appealed.
11. No action or legal proceeding will be commenced against Row Ontario in respect of a dispute, unless Row Ontario 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 Row Ontario's Privacy Policy.
13. Row Ontario or any of its delegates pursuant to this Policy shall comply with Row Ontario's Privacy Policy in the performance of their services under this Policy.