

A Better Calgary Association
Constitutional Document 6 (Dispute Resolution Process)

Current as of February 21st, 2026.

Last amended at the February 21st, 2026 Annual General Meeting



Article 1. PREAMBLE

- 1.1. This Dispute Resolution Process document serves to outline the dispute resolution process for the A Better Calgary Association (the “Association”) and the A Better Calgary Party (the “Party”).
- 1.2. Scope of the Process. The General Dispute Resolution Process (the “Process”) shall serve as the dispute resolution process for the Party and their Members for all disputes arising out of, or in connection with, the interpretation of the Bylaws and the Constitutional Documents, as well as the operations of the Association, the Party, and Ward Association(s) (“WA”).
- 1.3. Quasi-Judicial Process. The Process is a “quasi-judicial” process and as such the Process is subject to all the Rules of Natural Justice and must be fair, balanced, open, and transparent. This Process applies to a dispute arising:
 - 1.3.1. locally at the WA level, including individual membership issues;
 - 1.3.2. at the Association level;
 - 1.3.3. between ten (10) Members, acting collectively, and a WA Board;
 - 1.3.4. between two (2) WAs; and
 - 1.3.5. between a WA and the Party.

Article 2. DEFINITIONS

- 2.1. In this document, capitalized terms shall have the meaning given to them in the Bylaws unless otherwise stipulated. In this document the following terms are defined as follows:
 - 2.2. “Claimant” means, in the context of a dispute, the party or parties initiating the Dispute including an individual Member, or at least ten (10) Members acting collectively, a WA, WAs or the Party;
 - 2.3. “Dispute” means any disagreement arising out of, or in connection with, an interpretation of the Bylaws, the Constitutional Documents, or the operations of the Party, the Party Board, a WA, or WAs;
 - 2.4. “DRP” means the Dispute Resolution Panel appointed to adjudicate Disputes;
 - 2.5. “Issue” means the matter, question, problem, concern, conflict, or disagreement that is in Dispute between or amongst the parties;
 - 2.6. “President” means the President of the Party Board or a WA Board, according to context;
 - 2.7. “Respondent” means, within the context of a Dispute, the party or parties responding to the Dispute;
 - 2.8. “WA” means a Ward Association as defined in the Bylaws;

- 2.9. "WA Board" means the Board of Directors of the WA; and
- 2.10. "WA Rules" means the Ward Association Rules described in Article 11 of the Bylaws.

Article 3. COMMENCING THE RESOLUTION OF A DISPUTE

- 3.1. A Claimant shall give written notice of the Dispute ("Notice of Dispute") to the President of the Party, or to the President of the WA if the Dispute relates to or involves a WA Board, and to the Respondent.

Article 4. DATE OF A DISPUTE

- 4.1. The Process shall be deemed to commence on the date on which the Notice of Dispute is received by the President.

Article 5. NOTICE OF DISPUTE

- 5.1. The Notice of Dispute shall include the following:
 - 5.1.1. a demand that the Dispute be referred to the General Dispute Resolution Process;
 - 5.1.2. the full names and complete contact details of the parties involved in the Dispute;
 - 5.1.3. a reference to any documents which are material to the Dispute;
 - 5.1.4. a description of the claim and a succinct statement of the facts supporting the Dispute;
 - 5.1.5. the relief or remedy sought; and
 - 5.1.6. the details of any attempts made by the parties to resolve the Dispute.

Article 6. DISPUTE RESOLUTION PANEL

- 6.1. Upon receipt of such notice, the President shall communicate with all parties involved in the Dispute and request the chair of the Arbitration Committee to appoint a DRP, which shall be comprised of two (2) members who sit on the Arbitration Committee and have legal training or administrative panel experience and a third member of the Arbitration Committee.
- 6.2. The members of each DRP will select a chair from their number.
- 6.3. The Claimant and all parties involved in the Dispute have a duty to cooperate with the DRP, comply with the directions of the DRP, and act with honesty and in good faith.
- 6.4. The DRP will conduct itself in an expeditious and cost-effective manner that

strives for fair and equal treatment of all parties.

- 6.5. The DRP may grant interim measures to protect party or parties' interests until the Dispute is resolved or decided.

Article 7. INITIAL REVIEW

- 7.1. The DRP will review the complaint and do one of the following:
 - 7.1.1. Dismiss the issue if it is deemed trivial or vexatious, or if the information is not sufficient for the issue to be considered actionable, or
 - 7.1.2. Designate the matter for investigation and adjudication.
- 7.2. The DRP may make any inquiries it feels necessary in order to complete this initial review.

Article 8. ADJUDICATION AND DECISION

- 8.1. The DRP shall determine a process to investigate and adjudicate the Dispute, render a written decision, and notify the parties of its decision.
- 8.2. Any decision by the DRP shall be made by a majority of the DRP members. Notice of all decisions shall be provided to the Party Board. The DRP shall attempt to render a decision within four (4) months of receipt of the Notice of Dispute.
- 8.3. The DRP shall have no power to impose any disciplinary action itself, but its findings may be used by the Party Board to impose disciplinary action consistent with the Bylaws. The DRP may also make recommendations to the Party Board regarding proposed discipline of the subject of the complaint, if applicable.
- 8.4. The DRP must also provide a copy of its decision to the Party Secretary who shall maintain a digital database of all decisions, consistent with any Applicable Laws regarding the retention of personal information. Decisions that arise from complaints made under the Code of Conduct will not be published unless directed by the Party Board.