

# Mediation Policy

## 1. Introduction

- Mediation is a strictly confidential process that involves two or more parties in dispute. It aims to bring the disputing parties together and enter into negotiations to reach a mutually agreeable resolution through open and honest discussion. It is essentially ‘the talking method’ of dispute resolution.
- It should not be confused with conciliation, which is used to resolve disputes involving employment rights; or arbitration, which involves an independent arbitrator judging a dispute and imposing a resolution.
- Engagement with mediation is voluntary and, as such, will only take place where all parties agree to it and also agree to abide by the outcome, whatever that might be.
- This policy on mediation does not form part of the contractual terms and conditions of employment.

## 2. Use of mediation

- Mediation may be suggested as an alternative dispute resolution method in circumstances where the GDBF reasonably deems that, without it, the dispute may lead to implementing a formal complaints procedure or legal proceedings.
- The main reason for mediation is when there is disagreement or conflict between two or more staff members, or between a staff member and an external party. If the conflict is not dealt with at an early stage, it can grow; the parties will become entrenched in their own position and ultimately the conflict can begin to disrupt the wider workplace in terms of performance and wellbeing.
- The nature of mediation means that the outcome of the process may differ greatly in each individual circumstance, depending on the reasons for its suggested use and the individuals involved. There are various circumstances which may lead to the use of mediation and they will generally be framed as those which are not suitable for management through the GDBF’s disciplinary or grievance procedures. Mediation is not to be used as a substitute for the proper use of the disciplinary or grievance procedure.
- However, it may be used:

- During a suspension in the disciplinary or grievance procedures, with the agreement of all parties, if there is a genuine belief that mediation may bring about a more satisfactory outcome than would be reached using the disciplinary or grievance procedures. Should mediation fail to bring about a satisfactory outcome, the GDBF reserves the right to reinstate the disciplinary or grievance procedure as appropriate or
- Subsequent to the outcome of the disciplinary or grievance procedure.
- Parties will not be asked to take part in mediation in the following circumstances:
  - Where allegations of discrimination, bullying or harassment have been made.
  - Where an employee has acted in a way which breaches GDBF rules, whether it be deemed as misconduct or gross misconduct.
  - Where it is alleged that a crime has taken place.

In these situations, the GDBF's formal complaints procedure or disciplinary or grievance procedure will be implemented.

- The use of mediation will be at the GDBF's sole discretion for any matter deemed appropriate by the GDBF.

### **3. Appointment of a Mediator**

- A Mediator will be appointed by the Diocesan Secretary.
- An independent third party Mediator will be engaged by the Guildford Diocesan Board of Finance (GDBF) to conduct the process in the case of an issue or complaint involving an external party to ensure that mediation is conducted by an objective and impartial party. The Mediator will not determine a resolution for the parties, but will create a framework for the parties to find it themselves.
- The operation of the mediation process will be managed by the chosen Mediator who will make the necessary arrangements for the mediation process, including agreeing convenient dates with the parties. Failure of the parties to agree on a convenient date may result in the discontinuation of the process.

### **4. Preparation for Mediation**

- The terms of reference for the mediation process will be included in a mediation process agreement which all parties are required to sign before the mediation begins. This agreement will give direction as to the steps to be taken if the mediation is not successful in bringing about a mutually satisfactory resolution.

- The agreement will cover the following, which must be expressly agreed by the parties before proceeding with the mediation:
- For the purposes of disclosure during any legal proceedings which may arise, all communications between the parties at any point in the mediation process whether before, during or after, shall be on a “without prejudice” basis and privilege shall apply.
- The parties involved in the mediation will not be legally bound by the mediation agreement or any negotiated settlement unless it is agreed by, or on behalf of, all relevant parties and is placed in writing.
- The Mediator will not be relied upon in any capacity in respect of any subsequent legal proceedings arising from the mediation. Specifically, he/she will not be called on to appear as a witness or an expert, nor be called upon to provide any written evidence to be used in any subsequent legal proceedings which may arise related to the dispute in question, the mediation process.
- The Mediator is free from liability for any acts or omission relating to the provision of their mediation services to the GDBF.

## **5. Mediation Process**

- The Mediator will:
  - require both parties to sign a confidentiality agreement expressly stating that no content of discussions/negotiations are to be discussed with anyone outside of the mediation process
  - invite the parties to submit written submissions that will be given to each other as well as the Mediator
  - meet with the parties. The Mediator may choose to meet individually with both employees before a joint meeting is held, or begin the process with a joint meeting
  - hold further meetings with the employees if agreement cannot be reached in one meeting, or if follow up meetings are deemed beneficial
  - make suggestions to the parties on how a satisfactory resolution may be achieved but will not impose a resolution.
  - not disclose to any person outside of the mediation process the content of any discussions/negotiations.
- Mediation will normally take place on GDBF premises, unless the circumstances dictate that an off-site is more appropriate. The GDBF will meet any costs incurred by the engagement of a Mediator.

## **6. Conclusion of Mediation**

- Upon conclusion of the mediation process, the Mediator will confirm to the Diocesan Secretary in writing that the process has been concluded and the outcome.
- The Diocesan Secretary will write to both parties to confirm the outcome and next steps, if appropriate.