

## Mediation Policy

The Foundry at Victoria Hall, Sheffield, S1 2JB.

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### 1 Introduction

- 1.1 We understand the importance of developing positive working relationships with colleagues and we recognise that a constructive work environment enhances employee performance and wellbeing.
- 1.2 Most disagreements and disputes that occur between colleagues can be resolved informally. However, if an informal approach does not resolve matters and relationships break down, or are at risk of breaking down, mediation can be used to resolve the issues and re-establish working relationships.
- 1.3 This policy outlines the mediation process, the roles of those involved and support that is available to you.
- 1.4 This policy does not form part of your contract of employment, and we reserve the right to amend or withdraw it at any time.

### 2 Scope

- 2.1 This policy applies to employees. It does not apply to contractors, consultants or any self-employed individuals working for the organisation.

### 3 What is mediation?

- 3.1 Mediation is an informal, confidential process whereby parties that are in dispute have the opportunity to have an open and honest discussion about their situation.
- 3.2 The process is facilitated by an independent third party or mediator who remains impartial while supporting the parties equally to find their own resolutions to the issues.
- 3.3 Mediation is voluntary and will take place only where all parties involved in the dispute agree to it.

### 4 When mediation may be used

- 4.1 Mediation is an informal option that is available in addition to our formal grievance and disciplinary procedures.
- 4.2 If a grievance or disciplinary process has been initiated and the parties opt to try mediation, we may suspend the grievance or disciplinary process.
- 4.3 If mediation does not resolve the dispute, the grievance or disciplinary process will be reinstated.
- 4.4 Mediation may be used:
  - 4.4.1 at any stage of a dispute, including before a formal grievance or disciplinary is initiated and after a formal procedure has concluded to support the parties in rebuilding their working relationship;
  - 4.4.2 to address a range of interpersonal issues, including communication problems, differences in working style, relationship breakdowns, personality clashes, perceived bullying and harassment;
  - 4.4.3 to resolve conflict between peers, or between a Line Manager and their team member, or other work relationships where there is not a major power differential between the parties.

### 5 When mediation may not be suitable

- 5.1 Mediation may not be suitable:
  - 5.1.1 if parties have not yet tried to resolve the issues themselves by speaking to each other and seeking the support of their manager;

- 5.1.2 if the situation requires a clear right or wrong to be established, such as whether there has been a breach of our policies or potential criminal activity;
- 5.1.3 if a manager is using mediation to avoid taking responsibility to address the issues; and
- 5.1.4 where the parties are not demonstrating a willingness to move forward and reach agreement.

## **6 Appointing a mediator**

- 6.1 Once the parties in dispute have agreed to mediation, we will appoint a mediator.
- 6.2 We will appoint an appropriate qualified mediator within the organisation who is sufficiently independent of the parties, has not previously been involved in the dispute and is available.
- 6.3 If no internal mediator is available, or if we consider it necessary, we will appoint an external qualified mediator.
- 6.4 We will pay the mediator's fees and any other direct costs, such as any hire charge for the venue for the mediation.
- 6.5 We will also pay your reasonable travel expenses if the mediation venue is not at the place where you usually work. However, we will not pay any other costs that you may incur in connection with the mediation.
- 6.6 On appointment, the mediator will contact the relevant parties, agree with them the dates and locations of the mediation meetings and arrange all other matters in relation to the mediation process.

## **7 Agreement to mediate**

- 7.1 Before mediation begins, we must sign a mediation agreement, as must the individual parties who agree to the mediation.
- 7.2 The mediation agreement sets out the parties' acceptance of the mediation process and confirms the confidential and voluntary nature of the mediation.

## **8 Mediation meetings**

- 8.1 The mediator will meet with the parties separately and together in joint meetings. During the joint meetings, the parties will share their views with each other and listen to the other party's perspective.
- 8.2 The mediator will enable constructive communication between the parties and help identify the key issues to be addressed.
- 8.3 The mediator will also facilitate the parties to consider options to resolve the issues and find resolutions that they are comfortable to agree to.

## **9 Right to be accompanied**

- 9.1 Parties are not normally accompanied in mediation meetings. In exceptional circumstances, for example, where emotional support is required, a colleague may accompany a party, provided that:
  - 9.1.1 all parties agree;
  - 9.1.2 the companion does not participate in the discussions; and
  - 9.1.3 the companion signs the agreement to mediate, thereby committing to keep confidential all information relating to the mediation.

## **10 Mediation settlement agreement**

- 10.1 If the parties are able to reach a resolution to the dispute, the mediator will set out what has been agreed in a mediation settlement agreement.

- 10.2 When the parties have agreed the wording of the settlement agreement proposed by the mediator, the parties and the mediator will sign the agreement.
- 10.3 The parties may agree that a copy of the mediation settlement agreement is sent to certain individuals, such as the Line Manager(s) and trade union representative(s).

**11 Confidentiality**

- 11.1 All discussions during mediation meetings are confidential and neither the parties to the mediation nor the mediator will communicate any information about the meetings to any other party unless all agree that it may be communicated.
- 11.2 If you are involved in mediation, you should keep information about the mediation confidential and not disclose it to any other party or third party, nor use it for any other purpose other than the mediation.

**12 Data protection**

- 12.1 We process personal data collected during disputes and disagreements between work colleagues that may or may not be referred to a mediator in accordance with our Data Protection Policy.

**13 Review**

- 13.1 This policy may be reviewed at any time at the request of any member of staff, but it will be automatically reviewed two years after initial approval and thereafter on a biennial basis unless organisational changes, legislations, guidance, or non-compliance prompt an earlier review.

**14 Definitions**

- 14.1 The Foundry ("we", "us", "our")
- 14.2 The Employee ("you", "your")

**Document control box**

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