



Protection from reprisal.
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AGREEMENT TO MEDIATE

BETWEEN

(Commissioner)

(Representative)

AND

(Complainant)

(Representative)

AND

(Employer)

(Representative)

AND

(Individual Respondent)

(Representative)

The parties and representatives named above agree to engage in mediation in an effort to resolve the issues raised in the Public Servants Disclosure Protection Tribunal (PSDPT) application [*File number*].

They agree to the following terms:

MEDIATION PROCESS

1. [*Name of the mediator*] has been appointed to act as mediator.
2. Mediation is a process where the mediator, a neutral facilitator, assists the parties in an independent and impartial manner to reach a settlement. The primary responsibility for the resolution of the application rests with the parties. The mediator will guide the parties through the mediation process during which the parties may identify issues, explore each other's interests, develop options and reach a settlement.

3. The mediator has no duty to assert or protect the legal rights of any party or to raise any issues not raised by the parties themselves. The mediator will not make decisions for the parties.
4. Mediation sessions generally take place with all parties and representatives present. However, the mediator may hold separate meetings (caucus) with parties, either upon request of a party or at the mediator's discretion. As well, the parties may meet without the mediator.
5. Confidential information revealed to the mediator by one party during such caucus may only be disclosed with the consent of that party.
6. Mediation is a voluntary process. The mediator or the parties may decide that it is appropriate to end mediation at any time.

RESPONSIBILITIES OF THE PARTIES AND REPRESENTATIVES

7. The parties and representatives will act in good faith and communicate in an open, honest and respectful manner.
8. The parties and representatives undertake to communicate with each other in a courteous manner.
9. The parties and representatives will come to mediation fully prepared and ready to make every effort to have a meaningful discussion of all issues related to the application.
10. The parties will have full authority to resolve the application, or have ready access to the person with the authority to approve a settlement.

CONFIDENTIALITY

11. All information exchanged during mediation will be disclosed on a "without prejudice" basis for the purposes of settlement negotiations. The information will be treated as confidential and cannot be admitted as evidence in any subsequent administrative or judicial proceeding by a party except, when the same information can be obtained independently from other sources or when the information was provided by that party.
12. The parties agree that information which cannot be introduced as evidence in subsequent administrative or judicial proceedings may be, but is not limited to:
 - (a) any view expressed, or suggestion made, by a party in respect of a possible settlement;
 - (b) any admissions made by a party in the course of the mediation;

- (c) the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement; or
 - (d) views expressed by the mediator.
13. The mediator will not disclose to anyone who is not present during the mediation anything said or submitted by the parties unless:
- (a) disclosure is required by law or ordered by judicial authority;
 - (b) there is a real or potential threat to human life or safety in not disclosing the information;
 - (c) parties consent to disclosure in writing.
14. The mediator cannot be called as a witness and cannot be required to produce documents or notes in any subsequent legal or administrative proceeding.
15. In order to ensure the confidentiality of the process, any notes prepared or written by the mediator will be destroyed. Notes prepared or written by the mediator do not form part of the official record and will not be placed on any file that is under the control of the Registry of the PSDPT (Registry).
16. No transcripts will be kept of the mediation and no recordings shall be made.
17. A mediator shall not be liable for anything done or omitted in the discharge of their mediation functions unless the act or omission is shown to have been in bad faith.

TERMS OF SETTLEMENT

18. When a settlement is reached, the parties will draft and sign a terms of settlement document. The terms of settlement are confidential and cannot be disclosed without the parties' consent.
19. The terms of settlement will not be placed on any Registry file. The Registry will only be advised by the mediator whether a settlement was reached or not.
20. If no agreement is concluded during the mediation, the hearing will take place as scheduled.

AGREED IN

_____ ON _____
(City and province) (Date)

Name in block letters

Signature
