



***Protection from reprisal.***  
***Your Right. Our Mission.***

**SETTLEMENT CONFERENCE AGREEMENT**

BETWEEN

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(Commissioner)

(Representative)

AND

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(Complainant)

(Representative)

AND

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(Employer)

(Representative)

AND

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(Individual Respondent)

(Representative)

The parties and representatives named above are to take part in a settlement conference in an effort to resolve the issues raised in application no. \_\_\_\_\_ filed with the Public Servants Disclosure Protection Tribunal (PSDPT).

They agree to the following terms and conditions:

**SETTLEMENT CONFERENCE PROCESS**

1. *[Member's name]* has been appointed to preside over the settlement conference.
2. A settlement conference is a process where the member of the Tribunal will assist the parties in assessing the merits of the application in order to reach a settlement that is satisfactory to them. The member will guide the parties through the process, allow them to discuss the issues of fact and law associated with the application, evaluate the legal basis on which they rely, assess the strengths and weaknesses of their case, find solutions and resolve the application.

3. The member 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 member will not make decisions for the parties.
4. With a view to contributing to the parties' deliberations and helping them assess their position and resolve the application, the member may, on his or her own initiative or at the request of a party, provide input on any aspect of the case or suggest options that could be explored. Such input will be based on a brief review of the information known to the member at the time of the settlement conference, will in no way, be binding on either the parties or the Tribunal, and will not be admissible as evidence in the event that the application proceeds to a hearing.
5. Settlement conference sessions take place with all parties and representatives present. However, the member may hold separate meetings (caucuses) with a party, either upon request of a party or at the member's discretion. As well, the parties may meet without the member.
6. Confidential information revealed to the member by one party during such a caucus may only be disclosed with the consent of that party.
7. A settlement conference is a voluntary process. The member or the parties may decide at any time that it is appropriate to end the settlement conference.

### **RESPONSIBILITIES OF THE PARTIES AND REPRESENTATIVES**

8. The parties and representatives will act in good faith and communicate in an open, honest and respectful manner.
9. The parties and representatives undertake to communicate with each other in a courteous manner.
10. The parties will come fully prepared to the settlement conference and be ready to make every effort to have a meaningful discussion aimed at resolving the application.
11. 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**

12. All information exchanged during the settlement conference 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 brought by a party except, when the same

information can be obtained independently from other sources or when the information was provided by that party.

13. 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 settlement conference;
  - (c) the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement; or
  - (d) views expressed by the member.
14. The member will not disclose to anyone who was not present at the settlement conference 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 to disclosure.
15. The member may not be called as a witness and cannot be required to produce documents or notes in any subsequent judicial or administrative proceeding.
16. In order to ensure the confidentiality of the process, any notes prepared or written by the member will be destroyed. Notes prepared or written by the member 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).
17. No transcripts will be kept of the settlement conference and no recordings shall be made.
18. A member shall not be liable for anything done or omitted in the discharge of their settlement conference functions unless the act or omission is shown to have been in bad faith.

## **TERMS OF SETTLEMENT**

19. 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.

20. The terms of settlement will not be placed on any Registry file. The Registry will only be advised by the member whether a settlement was reached or not.

21. If no agreement is concluded during the settlement conference, the hearing will take place as scheduled before a different member or members.

AGREED IN \_\_\_\_\_ ON \_\_\_\_\_  
(City and province) (Date)

Name in block letters

Signature

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