

Mediation Policy

Diocese of Guildford

Version	1
Approved Date:	4 March 2024
Next Review:	28 February 2027
Approved By:	Guildford Diocesan Board of Finance
Owner:	Andy Morgan, Head of People

AMENDMENTS

Date	Section	Summary of change
Feb 24	2, All	Expanded scope from DBF to Diocese to include clergy LLMs, parish staff and laity
Feb 24	8	Added responsibility for costs

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 does not form part of the contractual terms and conditions of employment for employees of the Guildford Diocesan Board of Finance (DBF) or statement of particulars for clergy.

2. Scope

This policy applies to all clergy and LLMs of the Diocese of Guildford, and employees of DBF. The policy will also apply where disputes arise between clergy, LLMs or DBF staff with parish staff or members of the laity, or external parties.

3. Use of mediation

Mediation may be suggested as an alternative dispute resolution method in circumstances where the Diocese reasonably deems that, without it, the dispute may lead to implementing a formal

complaints procedure or legal proceedings. The use of mediation will be at the Diocese's sole discretion for any matter deemed appropriate by the Diocese.

The main reason for mediation is when there is disagreement or conflict between two or more individuals. 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 church or workplace in terms of wellbeing and performance.

Mediation should not be seen as committing people in advance to a particular outcome but requires a willingness by both parties to find a mutually acceptable solution. The emphasis is on collaborative problem solving between those in dispute, and the Mediator has no power to impose or recommend a solution. The focus is on the future — rebuilding relationships rather than apportioning blame. It acknowledges feelings as well as facts, to allow participants to let go of anger and upset and move forward.

Parties will not be asked to take part in mediation in the following circumstances:

- Where allegations of serious discrimination, bullying or harassment have been made and have progressed to the formal stage. Please refer to the Diocesan **Dignity at Work Policy**.
- Where a clergy or employee has acted in a way which is considered a matter for **Clergy Discipline Measure** or misconduct for staff under the **Disciplinary Policy**.
- Where it is alleged that a crime has taken place.

However, mediation 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 Diocese reserves the right to reinstate the disciplinary or grievance procedure as appropriate or
- Subsequent to the outcome of the disciplinary or grievance procedure.

4. Appointment of a Mediator

A neutral Mediator will be appointed by either the Archdeacon or Diocesan Secretary, depending on the parties in dispute. Where the mediation involves an external third party the Diocese may consider an independent mediator to ensure that the process is conducted by an objective and impartial party. Wherever possible the mediator will be selected from the list of trained mediators held by the diocese and only in exceptional circumstances will external mediators be engaged.

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 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.

5. 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 to the process and further steps to be taken if the mediation is not successful in bringing about a mutually satisfactory resolution.

The agreement also 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 subsequently arise, all communications between parties 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, they 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 or the mediation process.
- The Mediator is free from liability for any acts or omission relating to the provision of their mediation services to the Diocese.

6. 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 brief 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 parties before a joint meeting is held, or begin the process with a joint meeting, depending on circumstances.
- Hold further meetings with the parties 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 diocesan premises, unless the circumstances dictate that an off-site meeting is more appropriate.

7. Conclusion of Mediation

Upon conclusion of the mediation process, the Mediator will confirm to the Archdeacon or Diocesan Secretary in writing that the process has been concluded and the outcome.

The Archdeacon or Diocesan Secretary will write to both parties to confirm the outcome and next steps, if appropriate.

8. Cost of Mediation

If mediation relates to an issue regarding two individuals within a parish, then any cost will be covered by the parish. In other situations, involving senior clergy or DBF staff, mediation costs will be covered by the Diocese.