

AGREEMENT TO MEDIATE

File No.

BETWEEN

(Name of Complainant)

AND

(Name of Respondent)

The parties hereby agree to resort to mediation regarding the file of the Canadian Industrial Relations Board (CIRB).

By signing this document, the parties undertake to conduct this mediation process in good faith and in a forthright manner, and to make a serious attempt to resolve the outstanding matter. The parties wish to mediate this matter in accordance with the following terms:

1. (Name of IRO) has been appointed to act as mediator. The parties agree that the mediator is a neutral facilitator who will assist the parties to reach their own settlement;
2. The parties and/or their representatives attending the mediation have the authority to reach a settlement in this matter, or have the means to readily and rapidly obtain that authority;
3. All information exchanged during the mediation is disclosed on a without prejudice basis for the purposes of settlement negotiations and shall be treated as confidential by the parties and their representatives subject to the requirements of any statute. Furthermore, information that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its disclosure during the mediation;
4. The mediator is free to caucus with the parties individually, as they see fit, to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party with the former party's express permission. Any of the parties may request at any time to caucus, with or without the mediator;
5. To ensure the confidentiality of the process, the mediator will only report to the CIRB whether there has been a settlement or not. Any memorandum of settlement reached by the parties shall not be placed on any CIRB file, nor shall its terms be disclosed unless the parties agree;
6. The mediation process is voluntary, and may be terminated by the mediator or the parties at any time;
7. If the parties do not reach settlement, the outstanding issues in dispute will be dealt with by the Board;

8. According to section 119 of the *Canada Labour Code*, no employee employed by the Board or person appointed by the Board under Part I of the *Code* can be required to give evidence in any civil action, suit or other proceeding respecting information obtained in the discharge of their duties;
9. The participants agree that no portion of the mediation session shall be recorded, reproduced, or transcribed in any manner or by any means, including through audio, video, electronic, or any other recording device or technology.
10. The participant's acknowledgment and consent of the terms indicated in this document may be received by email, in lieu of a signature.

For the Complainant:

Print Name

Sign and date

Print Name

Sign and date

For the Respondent:

Print Name

Sign and date

Print Name

Sign and date