

**Evaluation of Judicial Mediation Scheme Pilot
Industrial Tribunals and Fair Employment Tribunal**



FOREWORD BY PRESIDENT

The Evaluation of Judicial Mediation Scheme to Date

As the Interim President of the Office of the Industrial Tribunals and Fair Employment Tribunal, I am very pleased to be providing the foreword to this report on the Judicial Mediation Scheme in the Industrial Tribunals and Fair Employment Tribunal.

This report documents the success of the Judicial Mediation Scheme since its launch on 31 March 2023. Most notably, that 79.5% of Judicial Mediations have been successful. 31 out of 39 Judicial Mediations that took place during this period resolved, either on the day of the Judicial Mediation or within a short period of time after the Mediation. This has resulted in a saving of 225 tribunal hearing days, which is a significant cost saving to the parties, the tribunals administration and judicial resources. The impact of this should not be underestimated, especially in the current climate of efficiencies and savings; not forgetting the very real personal and human benefits to the parties in reaching a confidential, consensual resolution, avoiding an adversarial tribunal hearing and preserving employment relationships.

Although not all tribunal claims are suitable for Judicial Mediation, this report details the range of jurisdictions that have been deemed suitable for Judicial Mediation and which have mediated successfully, including discrimination claims, public interest disclosure claims and claims of unfair dismissal.

I would like to acknowledge the enthusiasm and contribution of the Employment Judiciary, Practitioners and the Labour Relations Agency to the current success of the Judicial Mediation scheme and thank them for their ongoing co-operation in ensuring that Judicial Mediation continues to be an important dispute resolution tool within the tribunal process in resolving claims without the need for a hearing. This reflects the wider use of Alternative Dispute Resolution promoted by the Courts and the Judiciary.



President

Industrial Tribunals and Fair Employment Tribunal

7 June 2024

Introduction

Presidential Guidance was issued on 31st March 2023 launching a pilot scheme for Judicial Assessment and Judicial Mediation which also included the formal framework and criteria that would be used. A copy of that guidance is available at Annex A.

Judicial Assessment

Judicial Assessment (JA) is an impartial and confidential assessment by an Employment Judge, normally undertaken at the first Case Management Preliminary Hearing (CMPH), of the strengths, weaknesses and risks of the parties' respective claims, allegations and contentions. It is a voluntary, formalised part of early case management where the parties have requested an assessment of the case.

An early assessment of the case by an Employment Judge may assist the parties in identifying what the case is really about, what is at stake, and may clarify and narrow the issues and encourage settlement. This may lead to resolution of the case by agreement between the parties before positions become entrenched and costs excessive, or may shorten and simplify the scope of hearings.

Most cases of any complexity which are listed for a case management hearing on service of proceedings will be suitable for Judicial Assessment. However, the following (non-exclusive) factors may render the case unsuitable for an offer of JA:

- there are multiple claimants not all of whom request JA;
- a party is insolvent; or
- High Court or other proceedings exist or are intimated.

Judicial Mediation

Judicial Mediation is a process for resolving claims in which a judge in their capacity as a mediator facilitates the parties to find an acceptable solution without having to go to a full hearing.

Judicial Mediators are Employment Judges who have had Judicial Mediation training in order to help parties reach agreement on their disputes.

It is a voluntary and confidential process and any party to the mediation may withdraw from the process prior to reaching a formal settlement agreement (either prepared by the parties and agreed via the Labour Relations Agency or prepared by the parties' legal representatives if both sides are represented) at the mediation session.

For Judicial Mediation to be successful all parties must be willing to compromise and move away from their preferred solution if need be.

HEADLINE STATISTICS

During the pilot phase period (01.04.23 to 31.03.24), 427 claimants (of which 330 were part of 3 multiple cases) requested and agreed to participate in Judicial Mediation.

62 mediations were listed to take place during the period involving 62 claimants and 75 respondents, dealing with 109 claims. 34 mediations have been listed to take place after 31 March 2024 and have been discounted from this report.

23 mediations were withdrawn from the process for a variety of reasons (see (iii) below). Of the 39 mediations which did take place:

- **79.5%** of judicial mediations had a successful outcome, saving 225 hearing days;
- 23% (9) of claimants were unrepresented;
- 64% (25) were legally represented;
- 1 was represented by a Union official;
- 5% (2) were represented by the Equality Commission; and
- 5% (2) were represented by a family member.
- 2% (1) of respondents were unrepresented and 98% (49) were legally represented.
- The most common jurisdictions dealt with in Judicial Mediation were Disability Discrimination, Unfair Dismissal, Public Interest Disclosure and Sex Discrimination.

Analysis

(i) Successful Judicial Mediations (JM)

There were 22 successful mediations (on the day) involving 22 claimants, 28 respondents and 40 claims.

A further 9 cases resolved following judicial mediation and before final hearing. These involved 9 claimants, 9 respondents and 14 claims.

Further details in respect of the successful JMs can be found at Annex B.

Claim jurisdictions

Jurisdiction	No of claimants	No of claims
Disability Discrimination	14	25
Public Interest Disclosure	5	13
Unfair Dismissal	16	17
Sex Discrimination	5	6
Failure to pay Wages (UDW)	5	5
Breach of Contract	5	5
Race Discrimination	3	5
Age Discrimination	4	4
Right to paid annual leave	1	1
Equal Pay	1	1
Equal Treatment	1	1
Minimum Wage Act	1	1
Fair Employment	3	3
Right to receive itemised pay slip	2	2
Right to written reasons for dismissal	2	2

Representation

Claimant		Respondent	
Unrepresented	Legally Represented	Unrepresented	Legally Represented
8	18	1	36
Family member	Union		
2	1		
Equality Commission			
2			

Days saved

Hearing days saved	222
PRPH time saved (based on avg 1hr)	2
Other days saved	1
Total	225

(ii) Unsuccessful Judicial Mediations

8 claimants and 13 respondents participated in 8 Judicial Mediations to deal with 23 claims. These mediations were unsuccessful and, at the time of writing, are proceeding to full hearing.

Further information relating to the cases can be found at Annex C.

Claim jurisdictions

Jurisdiction	No of claimants	No of claims
Disability Discrimination	4	7
Public Interest Disclosure	3	4
Unfair Dismissal	3	3
Sex Discrimination	5	11
Failure to pay Wages (UDW)	3	5
Breach of Contract	1	1
Race Discrimination	3	5
Age Discrimination	1	1
Harassment (on a protected ground)	1	1
Transfer of Undertaking	1	1
FET	1	4

Representation

Claimant		Respondent	
Unrepresented	Represented	Unrepresented	Represented
1	7	0	13

(iii) Withdrawn from JM process

23 Judicial Mediations involving 23 claimants, 25 respondents and 32 claims were scheduled but did not progress for a variety of reasons including conciliation or not being ready to proceed. Please see Annex D for case details.

In 12 (52%) matters the statement of expectations had been exchanged.

Reasons for withdrawal from JM process

Reason	Number of claims	S.O.E. received
Conciliated/APS	16	8
Withdrawal of claim	1	1
High Court proceedings ongoing	5	0
Claimant withdrew from process	2	1
Respondent withdrew from process	7	2

Claim jurisdictions

Jurisdiction	No. of claimants	No. of claim jurisdictions
Disability Discrimination	16	18
Public Interest Disclosure	3	7
Unfair Dismissal	11	11
Sex Discrimination	3	3
Race Discrimination	1	1
Age Discrimination	2	3
Equal Pay	1	1
Fair Employment	1	1
Right to particulars of contract	1	1
Part time working	1	1
Health & Safety Detriment	1	1
Right to written reasons for dismissal	1	1
Harassment (on a protected ground)	1	1

Representation

Claimant		Respondent	
Unrepresented	Represented	Unrepresented	Represented
3	15	0	25
Union	Equality Commission		
4	1		

(iv) Matters listed for Judicial Mediation

A further 34 Judicial Mediations have been fixed for hearing at the end of the pilot scheme. Please see Annex E for further details.

Claim jurisdictions

Jurisdiction	No of claimants	No of claims
Disability Discrimination	11	15
Public Interest Disclosure	3	8
Unfair Dismissal	14	14
Sex Discrimination	11	16
Failure to pay Wages (UDW)	120	120
Breach of Contract	5	5
Race Discrimination	4	11
Age Discrimination	218	219
Right to paid annual leave	107	107

Equal Pay	2	2
Trade Union Activities	2	2
Sexual Orientation	1	1
Fair Employment	5	5
Part time working	1	1
Harassment (on protected ground)	2	2
Transfer of Undertaking	9	9
Right to receive particulars of contract	1	1

Annex A – Presidential Guidance 31.03.23

THE INDUSTRIAL TRIBUNALS AND FAIR EMPLOYMENT TRIBUNAL (NORTHERN IRELAND)

Presidential Guidance Rule 3 – Alternative Dispute Resolution

1. This Presidential Guidance is issued on 31 March 2023 under the provisions of Rule 8 of the First Schedule to the Industrial Tribunals and Fair Employment Tribunal (Constitution and Rules of Procedure) Regulations (Northern Ireland) 2020 (“the Tribunal Rules”).

2. The Industrial Tribunals and Fair Employment Tribunal (“the Tribunals”) must have regard to such Presidential Guidance, but they shall not be bound by it.

3. Rule 2 of the Tribunal Rules provides that the overriding objective of the Rules is to enable Employment Tribunals to deal with cases fairly and justly.

4. Dealing with a case fairly and justly includes, so far as practicable —

- ensuring that the parties are on an equal footing;
- dealing with cases in ways which are proportionate to the complexity and importance of the issues;
- avoiding unnecessary formality and seeking flexibility in the proceedings;
- avoiding delay, so far as compatible with proper consideration of the issues; and
- saving expense.

5. Under Rule 2, a Tribunal shall seek to give effect to the overriding objective in interpreting, or exercising any power given to it by, the Tribunal Rules. The parties and their representatives shall assist the Tribunal to further the overriding objective and in particular shall co-operate generally with each other and with the Tribunal.

6. Rule 3 of the Tribunal Rules provides that a Tribunal shall wherever practicable and appropriate encourage the use by the parties of the conciliation services of the LRA, or other means of resolving their disputes by agreement.

7. Having regard to Rule 2 and Rule 3, this Presidential Guidance sets out guidance for an Employment Judge conducting a Judicial Assessment of a claim and a response as part of a preliminary hearing (case management) held under the Tribunal Rules.

The guidance on Judicial Assessments is appended to this Presidential Guidance (together with some Questions and Answers for the parties). The guidance sets out a formal framework for the preliminary consideration of the claim and response with the parties that is already often an important part of a preliminary hearing (case management) in defining the issues to be determined at a final hearing. It is not anticipated that it will lead to longer preliminary hearings or to an increase in the number of preliminary hearings conducted by electronic communications under Rule 40. It will be particularly helpful, but not exclusively so, where a party to a claim is not professionally represented at the Preliminary Hearing (Case Management).

8. Having regard to Rule 2 and Rule 3, this Presidential Guidance also sets out guidance to the parties to any claim in respect of Judicial Mediation.

NOEL KELLY

President of the Industrial Tribunals and Fair Employment Tribunal

31 March 2023

APPENDIX 1:

GUIDANCE FOR JUDICIAL ASSESSMENT

Introduction

1. This guidance sets out the basis on which the Tribunals will offer to parties the facility of Judicial Assessment of their cases.

The Aims and Purpose of Judicial Assessment

2. Judicial Assessment is an impartial and confidential assessment by an Employment Judge, at an early stage in the proceedings, usually at the first Case Management Preliminary Hearing, of the strengths, weaknesses and risks of the parties' respective claims, allegations and contentions.

3. The statutory basis for the offer is Rule 3 of the Tribunal Rules, which provides that "A Tribunal shall wherever practicable and appropriate encourage the use by the parties of conciliation, or other means of resolving their disputes by agreement."

4. Although the purpose of Judicial Assessment is to encourage parties to resolve their dispute by agreement, it is not envisaged that settlement discussions will necessarily occur during the Judicial Assessment itself.

5. Tribunal proceedings are costly of parties' time and resources. They are stressful for parties and witnesses. Almost every case entails risks for both parties.

6. An early assessment of the case by an Employment Judge may assist the parties in identifying what the case is really about, what is at stake, and may clarify and narrow the issues and encourage settlement. This may lead to resolution of the case by agreement between the parties before positions become entrenched and costs excessive, or may shorten and simplify the scope of hearings.

7. This reflects the overriding objective of the Tribunals to deal with cases justly, speedily and cost-effectively (Rule 2). Judicial Assessment is particularly valuable in view of the lack of information and advice currently available to parties in Tribunal cases, many of whom are unrepresented.

Identification of Suitable Cases

8. Judicial Assessment will generally be offered at the first Case Management Preliminary Hearing in the proceedings. If it is appropriate, it will take place after the

issues have been clarified and formal case management orders have been made in the first part of the case management hearing.

9. Most cases of any complexity which are listed for a Case Management Preliminary Hearing on service of proceedings will be suitable for Judicial Assessment.

However, the following (non-exclusive) factors may render the case unsuitable for an offer of Judicial Assessment:

- there are multiple claimants not all of whom request Judicial Assessment
- a party is insolvent
- High Court or other proceedings exist or are intimated.

Initial Formalities

10. Information about Judicial Assessment will be available to parties in all cases listed for an initial Case Management Preliminary Hearing.

11. The parties are encouraged to inform the Tribunal in advance of the Case Management Preliminary Hearing that they wish to have a Judicial Assessment in their case. This will enable the Employment Judge to prepare for the process and to make sure that sufficient time is available on the day. However, even if the parties have made no request in advance, the Employment Judge, in suitable cases, may offer Judicial Assessment during the Case Management Preliminary Hearing.

12. Judicial Assessment will almost invariably take place at the initial Case Management Preliminary Hearing. This reflects the need for it to happen at an early stage in the proceedings. It will not generally be offered later in the proceedings.

13. If Judicial Assessment is expected to take place, the Case Management Preliminary Hearing may be listed in person rather than by WebEx, if it is envisaged that the necessary in-depth discussion could not take place in a WebEx hearing. However, the Employment Judge will have the discretion to conduct a Judicial Assessment by WebEx in appropriate cases. Sufficient time will be allocated to the Case Management Preliminary Hearing (generally up to one hour, depending always on the nature of the case).

14. It is a requirement for Judicial Assessment that the parties freely consent to it. Whilst the Employment Judge will explain the advantages of Judicial Assessment, no pressure will ever be placed on any party to agree to it.

15. The information provided to the parties in advance will make clear that Judicial Assessment is strictly confidential. This will be repeated by the Employment Judge before the Judicial Assessment takes place.

16. Although anything said in the Judicial Assessment might be used in subsequent “without prejudice” discussions between the parties, or in a Judicial Mediation, the views expressed by the Employment Judge are non-attributable and must be kept strictly confidential. They must not be disclosed to third parties, other than advisers, as having been expressed by the Employment Judge, or attributed or identified as the views of the Employment Judge in subsequent proceedings, including the final hearing. Unless the parties agree in advance to these conditions, Judicial Assessment will not take place.

The Conduct of the Judicial Assessment

17. Judicial Assessment involves evaluating the strength of the parties’ cases. Employment Judges will use their skill and experience in doing this, while remaining wholly impartial. While recognising that evidence will not have been heard, Employment Judges may, when appropriate, give indications about the possible outcome of the case.

18. Judicial Assessment is not the same as Judicial Mediation. An outcome of Judicial Assessment may be that a case is listed for Judicial Mediation. Judicial Assessment is indicative in nature and will involve a practical assessment of the case by the Employment Judge. Judicial Mediation is usually facilitative, but can be indicative or evaluative; has the aim of assisting the parties to achieve a resolution of the issues between them without giving any indication of prospects of success; and is usually allocated a full day of the Tribunal’s time.

19. It is possible that the Judicial Assessment process will lead to immediate settlement negotiations between the parties. This is not the primary purpose of Judicial Assessment, but will be encouraged if it occurs, and time will be made available for it.

20. A Judicial Assessment must only be conducted after the issues between the parties have been fully clarified and case management orders made in the usual way at the case management preliminary hearing. The Judicial Assessment is not a way of avoiding the discipline of a properly conducted Case Management Preliminary Hearing and indeed is dependent upon the process.

21. If the parties' consent, the Employment Judge may then give an assessment of the liability and/or remedy aspects of the case. It will be made clear that the assessment is provisional and that the Tribunal hearing the case may come to a different view. In conducting the assessment, the Employment Judge must make it clear that they are assessing the case on the state of the allegations and not evaluating the evidence, which has not been heard or seen, and assessing provisionally the risks as to liability and, typically, brackets of likely compensation on remedy. The Employment Judge will encourage parties to approach the process with an open mind and to be prepared to enter into the assessment pragmatically and to be receptive and to listen to the Employment Judge's views.

22. The Judicial Assessment will be conducted with a view to assisting the resolution of all or part of the claim. If the parties express the wish to enter into immediate settlement negotiations, this may be encouraged, but care must be taken to make sure that unrepresented parties have time to think and to consider any offer, and are advised that if an offer is made, they should take time to reflect upon it.

23. Judicial Assessment of parties' cases must be provisionally and guardedly expressed because no evidence will have been heard. Employment Judges must recognise that parties may not fully understand the distinction between a provisional indication and the eventual result of the case.

24. The Employment Judge may make their own notes of the Judicial Assessment. These will not be placed on the case file and the parties will be informed that such notes are kept only as the Employment Judge's record and will not be distributed to them or to any third parties.

25. The Employment Judge who conducted the Judicial Assessment will normally not then be involved in any part of the proceedings which may entail final determination of the parties' rights (except that they may conduct any subsequent Judicial Mediation). This is to encourage full and frank assessment of the claim and ensure public trust in the confidentiality and impartiality of the evaluation. This does not preclude involvement in day-to-day case management of the proceedings, including, in particular, case management hearings.

Action following the Judicial Assessment

26. In some cases, a settlement may be reached at the Judicial Assessment. Any settlement will be recorded by one of the following means:

- LRA CO3;
- Formal settlement agreement between the parties (often called a Compromise Agreement);
- Consent judgment by the Tribunal;
- Conditional withdrawal and dismissal of the claim upon payment within an agreed period.

27. More usually, the parties will wish to consider their positions following the Judicial Assessment. If the parties agree, a Judicial Mediation may be considered. Otherwise the Employment Judge will remind the parties of the availability of the conciliation services of the Labour Relations Agency.

APPENDIX 2:

JUDICIAL ASSESSMENT

Questions and Answers for the parties

Not every case is suitable for Judicial Assessment. It is in the discretion of the Employment Judge whether to offer Judicial Assessment.

What is Judicial Assessment?

Judicial Assessment is a service offered by the Tribunals to assess the strengths, weaknesses and risks of the parties' respective claims, allegations and contentions on liability and remedy, at an early stage on an impartial and confidential basis. If all parties and the Employment Judge agree, the Judicial Assessment will take place at the end of the private case management hearing. The service is optional and the Employment Judge cannot decide anything about your case at a Judicial Assessment.

Why might I want to consider taking part in a Judicial Assessment?

Judicial Assessment may save time and expense if it leads to a resolution or settlement. The first part of your case management hearing will clarify the issues between the parties and set a timetable to ensure that the case is ready for a full hearing. This involves a great deal of work over the coming weeks and months (organising documents and witness statements and having other evidence ready such as medical reports). Preparation for a hearing is expensive and time consuming for all parties. The Employment Judge will normally arrange a full hearing, which may be in several months' time. It may involve several days in Tribunal depending on the complexity of the case. Judicial Assessment may lead to an early resolution of the proceedings.

How is the Judicial Assessment different from the first part of the private case management preliminary hearing?

Judicial Assessment is strictly confidential and will involve the Employment Judge giving a provisional assessment of the case.

What does "Confidential" mean?

The parties cannot give details of the assessment to anyone other than their advisers. Although anything said in the Judicial Assessment might be used in subsequent "without prejudice" discussions between the parties or in a Judicial Mediation, the

views expressed by the Employment Judge are non-attributable and must be kept strictly confidential. They must not be disclosed to third parties, other than advisers, as having been expressed by the Employment Judge, or attributed or identified as the views of the Employment Judge in subsequent proceedings, including the final full merits hearing. Unless the parties agree to these conditions, Judicial Assessment will not take place. The Employment Judge's notes will be kept separate from the case file and if the case proceeds to a full hearing the Tribunal will not see those notes.

What does "Without Prejudice" mean?

Anything said during the Judicial Assessment may not be referred to in correspondence or at subsequent hearings. Such statements are inadmissible evidence. This includes offers of settlement and what is said leading up to and to explain such offers. These are made with a view to settling the case and are without prejudice to the parties' position at a full merits hearing. This also includes anything said by the Employment Judge during the Judicial Assessment.

What is an Assessment?

The Employment Judge in the Judicial Assessment may express a provisional view on the strengths and weaknesses of parts of the case without having heard any evidence, but by considering the law and what parties say about their cases. The Employment Judge will use his or her skill and experience in the assessment, while remaining wholly impartial. The assessment may identify possible ranges of compensation for remedy if appropriate. The purpose of the provisional assessment is to help the parties to resolve their differences by way of settlement. The eventual outcome at the hearing may be different from the Employment Judge's assessment. An assessment is not legal advice nor does it relieve a party from the need to take legal advice.

Will the Employment Judge always offer a Judicial Assessment?

There is no presumption that an Employment Judge will offer a Judicial Assessment. The Employment Judge will take into account the time available and matters that might mean settlement is difficult or impossible. These might include where a party is insolvent or bankrupt, other proceedings exist or the parties indicate an intention to commence other proceedings, or the parties express a view that the case cannot be settled.

Is there any fee payable for a Judicial Assessment?

No.

What do I have to do if I want a Judicial Assessment?

You should notify the Tribunal Office in writing in advance of the date of the case management preliminary hearing. If you have not done so, the Employment Judge may offer Judicial Assessment at the case management preliminary hearing. A Judicial Assessment will only take place if all parties agree.

How can a case settle at a Judicial Assessment?

There are four ways in which this can happen:

- The LRA may be contacted to produce a conciliated settlement (normally recorded by way of an LRA C03 agreement)
- There may be a formal settlement agreement between the parties (often called a compromise agreement).
- There may be a consent judgment by the Employment Judge.
- There may be conditional withdrawal and dismissal of the claim upon payment within an agreed period.

What if the case does not settle at a Judicial Assessment?

The case will proceed as ordered at the Case Management Preliminary Hearing. The Employment Judge will not normally be involved in any part of the proceedings which may entail a final determination of the parties' rights, but the Employment Judge may conduct any subsequent Judicial Mediation and is not precluded from day-to-day case management, including any further Case Management Preliminary Hearing. It is still open to the parties to agree to Judicial Mediation, if offered. The services of the LRA are available to the parties at any time.

APPENDIX 3:

JUDICIAL MEDIATION – GUIDANCE FOR THE PARTIES

Introduction to Judicial Mediation

1. It is often better for everyone involved to settle their legal dispute by agreement rather than by going through a possibly stressful, risky, expensive and time-consuming hearing. The process of Judicial Mediation is one method for achieving settlement. It is entirely voluntary and it is private. It can only be done with the consent of both parties and it does not incur a fee.

2. Judicial Mediation has several potential advantages over a hearing. The parties remain in control of their own agreement, rather than having the Tribunal impose outcomes. The parties may include in their own agreement practical solutions which would not be open to the Tribunal at a hearing (for example, an agreed reference, an apology, adjusted work patterns, and/or confidentiality). The parties might also agree to consider and settle other litigation or disputes between them, even if not within the Tribunal's jurisdiction. If Judicial Mediation is successful, it provides a certain, speedier outcome which cannot be appealed and it does not involve a public hearing.

Is your case suitable for Mediation?

3. The first and most important issue is that both parties are willing to explore a mediated solution to the claim(s). If that willingness is not present, or if a mediated solution is unlikely in the circumstances of the case, Judicial Mediation will not be appropriate. Cases with claims under any of the statutory jurisdictions are potentially suitable for mediation, although it is not likely to be cost-effective – and therefore not available - in short cases. A working guide is that the full hearing has been listed for at least three days. Discrimination complaints and those where a claimant is still employed by the respondent may be particularly suitable. Multiple respondents may diminish suitability. Particular features in an individual case may make mediation desirable. Mediation will not be offered unless both parties actively want it. Even if both are willing, mediation may not be offered. The decision whether or not to offer Judicial Mediation is made by the Vice President of the Tribunals.

How is your case identified as suitable?

4. At the first Case Management Preliminary Hearing an Employment Judge may ask the parties if they consider the case suitable for mediation. Judicial Mediation will be offered if both parties indicate that it has a reasonable prospect of success. This

means, in large part, that they must demonstrate a real willingness to compromise. If both parties are keen to enter mediation the Employment Judge will refer the file to the Vice President, who will decide whether to offer Judicial Mediation. This may include consideration of how reasonably the litigation is being conducted. An up-to-date schedule of loss or statement of remedy will assist the Vice President. The Vice President will need to know that decision-makers with authority to make decisions on the day will be at the mediation in person, so parties should be able to provide names and job titles during the Case Management Preliminary Hearing.

5. If satisfied, the Vice President will direct that judicial mediation take place and will list a date for mediation, usually within the next eight weeks and, if necessary, issue Orders and directions.

What happens in Judicial Mediation?

6. The parties to a Judicial Mediation come to the Tribunals' Office at Killymeal House for what is listed as a private Preliminary Hearing. They receive the assistance of a Employment Judge trained in mediation for a day. The Employment Judge will not make decisions for the parties, impose solutions, give advice or hear evidence. However, if requested and subject to mutual agreement, the Employment Judge may give an indication as to the strength of a particular point. The Employment Judge will help the parties to reach their own solution by managing the process in a fair and constructive manner, making sure that they understand what is going on and helping them to focus on areas of agreement and common interest.

7. The mediation day starts relatively early. On arrival, the parties are provided with separate consultation rooms which they may occupy for the duration of the mediation. At 10.00 am the parties will meet the Employment Judge in a Judicial Mediation suite which will not be open to the public. The Employment Judge may meet each party separately. The Employment Judge will outline what the parties should expect to happen and remind them of the vital confidentiality of the mediation process. The Employment Judge will emphasise that if the mediation fails, no mention may be made of it at all in the further stages of the case or at any hearing. The Employment Judge who conducts the mediation will not hear the case if the mediation fails. The parties need not contribute anything at this initial meeting: but they do have an opportunity to ask questions if they are at all unclear about what is to happen.

8. After the initial meeting, or meetings, the parties will withdraw to their own rooms. The Employment Judge then visits the parties in their separate rooms. The

Employment Judge will seek to understand what each side wishes to achieve and, sometimes, to manage their expectations. The Employment Judge will use that understanding to help the parties move to a position where they have reached a solution which they both agree.

9. If lawyers are involved, they will often be able to record any agreement in writing. It is likely to be useful if they bring laptops with internet access and template compromise agreements.

10. There is no fixed procedure or fixed sequence of meetings for a Judicial Mediation. Each mediation will depend on its own circumstances. It may be that the parties and their representatives will, if they agree, take part in joint meetings with the Employment Judge in the course of a mediation or it may be that all meetings in a mediation will involve the parties meeting separately with the Employment Judge.

11. When agreement is reached the Employment Judge and/or the parties will usually contact the LRA, which is independent of the judiciary. The LRA officer may be sent any written agreement and/or a telephone conference call may be set up to speak to the LRA conciliation officer to establish that there is a binding legal agreement. It is advisable for any draft settlement agreement to be copied to the other party in advance of the judicial mediation.

12. A successful mediation is one which concludes with a signed agreement. The hearing will then be vacated and the dispute will be over.

Annex B - Successful Judicial Mediations

Judicial Mediation No. 3 – 2 claims of Race Discrimination

3 CMPHs had taken place and a full hearing had been listed prior to an offer of JM being made and accepted at the 4th CMPH. The case conciliated at JM. The full hearing was no longer required. The claimant was unrepresented. The respondent was legally represented. 10 hearing days saved.

Judicial Mediation No. 4 – 1 claim of Disability Discrimination, Failure to pay wages (UDW) and Right to paid annual leave.

7 CMPHs had taken place and a full hearing had been listed twice prior to an offer of JM being made and accepted at the 8th CMPH. The case conciliated at JM. The full hearing was no longer required. The claimant was unrepresented. The respondent was legally represented. 5 hearing days saved.

Judicial Mediation No. 6 – 1 claim of Unfair dismissal, Equal Pay, Sex and Age Discrimination

4 CMPHs had taken place and a full hearing had been listed prior to an offer of JM being made and accepted at the 5th CMPH. The case conciliated at JM. The full hearing was no longer required. Both parties were legally represented. 10 hearing days saved.

Judicial Mediation No. 8 – 1 claim of Minimum Wage Act, Failure to pay wages (UDW) and Right to receive itemized pay slip.

1 CMPH had taken place. The parties submitted an application to have the matter considered for JM. A hearing date had not been set. The case conciliated at JM. The mediator indicated that the hearing would have been listed for 4 days. Both parties were legally represented. 4 hearing days saved.

Judicial Mediation No. 9 – 1 claim of Unfair Dismissal and Disability Discrimination

1 CMPH had taken place and a full hearing had been listed prior to an offer of JM being made and accepted at the 2nd CMPH. The case conciliated at JM. The full hearing was no longer required. The claimant was represented by a family member. The respondent was legally represented. 4 hearing days saved.

Judicial Mediation No. 11 – 2 claims of Sex, Unfair Dismissal and Breach of Contract

1 CMPH had taken place and a full hearing had been listed prior to an offer of JM being made and accepted at the 2nd CMPH. The case conciliated at JM. The full hearing was no longer required. All parties were legally represented. 5 hearing days saved.

Judicial Mediation No. 12 – 1 claim of Unfair Dismissal and Breach of Contract

1 CMPH had taken place and a PRPH and full hearing had been listed prior to an offer of JM being made and accepted at the 2nd CMPH. The case conciliated at JM. The PRPH and full hearing listed were no longer required. The claimant was unrepresented. The respondent was legally represented. 4 hearing days saved.

Judicial Mediation No. 13 – 3 claims of Disability Discrimination; 3 claims of PID; 1 claim of Failure to pay wages (UDW)

At the 1st CMPH the parties agreed to JM when it became available in the jurisdiction. In the interim a further CMPH and full hearing were listed. Both were subsequently postponed and relisted. The case conciliated at JM. The full hearing and a PRPH were no longer required. Both parties were legally represented. 20 hearing days and 1 PRPH saved.

Judicial Mediation No. 14 – 1 claim of Sex Discrimination and Public Interest Disclosure

At the first CMPH, JM was offered and was agreed by email the following week. The case conciliated at JM. The PRPH and full hearing listed were no longer required. Both parties were legally represented. 8 hearing days and a PRPH were saved.

Judicial Mediation No. 19 – 1 claim of Unfair Dismissal; 1 claim of Disability Discrimination; 1 claim of Equal Treatment and 1 claim of Fair Employment.

A PRPH and full hearing were listed at the first CMPH. The full hearing was postponed at the PRPH and relisted along with a further CMPH. At that CMPH, JM was requested and agreed and the full hearing was postponed and further relisted. At the next CMPH a judicial assessment was provided and JM listed. The case conciliated at JM. The claimant was unrepresented. The respondent was legally represented. 5 hearing days and a PRPH were saved.

Judicial Mediation No. 21 – 1 claim of Unfair Dismissal; Race and Age Discrimination

At the first CMPH JM was requested and agreed. A PRPH date and full hearing were listed. The case conciliated at JM. Both parties were legally represented. 5 hearing days and PRPH saved.

Judicial Mediation No. 25 – 1 claim of Disability Discrimination

At the first CMPH JM was requested and agreed. A PRPH date and full hearing were listed. The case conciliated at JM. Both parties were legally represented. 5 hearing days and PRPH saved.

Judicial Mediation No. 34 – 2 claims of Disability Discrimination

At the 2nd CMPH JM was offered. A further CMPH took place and a date for JM was set. This was postponed and at the next CMPH a further date for JM was set. The case conciliated at JM. All parties were legally represented. A full hearing had not been set but the mediator indicated that the case would have lasted 20 days.

Judicial Mediation No. 37 – 1 claim of Sex Discrimination

At the first CMPH JM was offered and agreed. A PRPH and Full hearing were listed. The case conciliated at JM. All parties were legally represented. 5 hearing days saved and a PRPH.

Judicial Mediation No. 38 – 1 claim of Unfair Dismissal and Breach of Contract

At the fourth CMPH JM was offered and agreed. A PRPH and Full hearing were postponed and re-listed. 2 further CMPHs took place in advance of JM. The case conciliated at JM. The claimant was unrepresented and the respondent was legally represented. 10 hearing days saved.

Judicial Mediation No. 40 – 7 claims of Public Interest Disclosure

A full hearing was listed at the 1st CMPH. At the 2nd CMPH, JM was offered. The full hearing was postponed and relisted at the 3rd CMPH and a 2 day JM was also listed. A further 2 CMPHs took place. The full hearing had been listed on 3 occasions. The claims were conciliated on completion of the 1st day of JM. Both parties were legally represented. 20 days hearing, 1 CMPH and 1 day of JM were saved.

Judicial Mediation No. 42 – 5 claims of Disability Discrimination; 1 claim of Public Interest Disclosure

At the fourth CMPH JM was offered and agreed. A PRPH and Full hearing were postponed and re-listed on 2 occasions. The case conciliated at JM. The claimant was represented by a family member. The respondents were legally represented. 10 hearing days and PRPH saved.

Judicial Mediation No. 50 – 3 claims of Disability Discrimination; 1 claim of Unlawful deduction of wages

A PRPH and full hearing were listed at the 1st CMPH. A further CMPH took place and the PRPH and full hearing were postponed and relisted. At the 3rd CMPH the parties agreed to participate in JM and a date was listed. The full hearing was postponed and relisted again. The case conciliated at JM. All parties were legally represented. 4 days hearing saved.

Judicial Mediation No. 55 – 1 claim of Age Discrimination

At the first CMPH JM was offered and agreed. The case was not listed for hearing. The case conciliated at JM. The claimant was unrepresented. The respondent was legally represented. As hearing dates had not been set in advance, the mediator indicated a saving of 4 days.

Judicial Mediation No. 57 – 1 claim of Unfair Dismissal and Disability Discrimination

At the first CMPH JM was offered and agreed. A PRPH and full hearing were also listed. The case conciliated at JM. Both parties were unrepresented. 3 hearing days and a PRPH were saved.

Judicial Mediation No. 60 – 1 claim of Sex Discrimination

At the first CMPH JM was offered and agreed. A PRPH and full hearing were also listed. The case conciliated at JM. Both parties were legally represented. 3 hearing days and a PRPH were saved.

Judicial Mediation No. 73 – 1 claim of Disability Discrimination

A PRPH and full hearing were listed at the first CMPH. At the PRPH JM was offered and agreed. The full hearing was postponed and relisted along with a further PRPH. A compromise agreement was reached at JM. Both parties were legally represented. 5 hearing days and a PRPH were saved.

Further Cases which successfully resolved following JM but before full hearing

Judicial Mediation No. 2 – 2 claims of Unfair Dismissal; 3 claims of Disability Discrimination; 1 claim of FET

5 CMPHs had taken place and the full hearing listed twice before an offer was made at the 6th CMPH and agreed at the 7th CMPH. A CMPH was listed (which was subsequently not required) and the full hearing was also relisted. JM was unsuccessful on the day. A further CMPH has been heard in the matter and the full hearing listed for a 4th time. Unfair dismissal – withdrawn; FET – withdrawn; Disability – conciliated (10 months after JM). The claimant was represented by an Independent Trade Union and the respondent was legally represented. 5 hearing days saved.

Judicial Mediation No. 10 – 1 claim for Unfair Dismissal, Breach of Contract; Right to receive written reasons for dismissal; and Right to receive itemized pay slips.

7 CMPHs had taken place and the full hearing listed twice. JM was offered at the 8th CMPH but it was only after the 9th CMPH that the parties emailed advising they wished to proceed to JM. JM was unsuccessful on the day. Since JM took place, a CMPH has taken place, the full hearing postponed and relisted twice; adjourned pending settlement and finally a further 2 CMPHs. All matters conciliated just over 9.5 months later. Both parties were legally represented. 5 hearing days saved.

Judicial Mediation No. 16 – 1 claim for Unfair Dismissal and Disability Discrimination

An offer of JM was made at the 2nd CMPH. A PRPH and a full hearing were listed. A further 2 CMPHs and a PHPI were held in the interim. Participation was agreed and the PRPH and hearing were postponed and relisted. Judicial mediation was unsuccessful on the day. Since JM, a further PRPH and a CMPH have taken place. The case was relisted for PRPH and a full hearing. However, the case conciliated 5 months after JM. The claimant was represented by the Equality Commission and the respondent was legally represented. 8 hearing days saved.

Judicial Mediation No. 30 – 1 claim for Unfair Dismissal, Breach of Contract and Right to receive written reason for dismissal

Participation in JM was agreed at the 1st CMPH and a PRPH and full hearing were also listed. JM was unsuccessful on the day. A PRPH then took place. The case conciliated 54 days after JM. Both parties were legally represented. 4 hearing days were saved.

Judicial Mediation No. 43 – 1 claim for Unfair Dismissal

1 CMPH and 1 PRPH had taken place. On the second day of the full hearing the parties indicated that they wished to avail of JM. The full hearing was subsequently converted to JM but was unsuccessful on the day. A PHPI was listed but was adjourned pending settlement. The case settled between the parties, 4 months after JM. Both parties were legally represented. 5 hearing days saved.

Judicial Mediation No. 44 – 1 claim of Unfair Dismissal; 1 claim of Fair Employment

A PRPH and full hearing were listed at the 1st CMPH. These were subsequently postponed and relisted at the 2nd CMPH. The parties requested JM by way of email submissions and the full hearing was postponed and relisted. The JM was unsuccessful on the day. The parties requested that the case be adjourned pending settlement, ahead of the full hearing. The case conciliated 2 weeks after JM. Both parties were legally represented. 4 hearing days were saved.

Judicial Mediation No. 46 – 1 claim for Disability Discrimination and Failure to pay wages (UDW)

JM was offered at the 1st CMPH and a PRPH and full hearing were also listed. JM was accepted at the 2nd CMPH. JM was unsuccessful on the day, however, the matter settled between the parties 25 days later. A PRPH and 7 hearings days were saved. The claimant was represented by the Equality Commission and the respondent was legally represented.

Judicial Mediation No. 47 – 1 claim for Unfair Dismissal, Disability and Age Discrimination and Public Interest Disclosure

JM was offered and agreed at the 1st CMPH. A full hearing date was also set. JM was unsuccessful on the day. However, 27 days later the case conciliated. A PRPH and 10 hearing days were saved. The claimant was unrepresented and the respondent was legally represented.

Judicial Mediation No. 61 – 2 claims of Race Discrimination; 1 claim of Unfair Dismissal

A PRPH and full hearing were listed at the 1st CMPH. At the 2nd PRPH, JM was offered and accepted and a further PRPH and full hearing were listed. These were postponed and a hearing relisted following agreement to participate in JM. The JM was unsuccessful on the day. However, 32 days later the matter conciliated. 5 hearing days were saved. Both parties were legally represented.

Annex C - Unsuccessful Mediations

Judicial Mediation No. 1 – 4 claims of Sex Discrimination, 1 claim of Disability Discrimination and Harassment

1 CMPH had been heard and a full hearing was listed before JM was offered at the 2nd CMPH and agreed at the 3rd CMPH. The full hearing was also postponed and relisted. JM was unsuccessful as other proceedings were ongoing in the High Court. 2 further CMPHs have been heard in the matter and the full hearing has been postponed. All parties are legally represented (6 respondents).

Judicial Mediation No. 5 – Sex Discrimination and Public Interest Disclosure

JM was offered at the 1st CMPH and was accepted at the 2nd. No full hearing had been listed. JM took place but was unsuccessful. A further 2 CMPHs and a PHPI have taken place since the JM and a further CMPH was listed. A further claim was also submitted post JM. Both parties are legally represented.

Judicial Mediation No. 7 – 3 claims of Race and Disability Discrimination; 1 claim of Sex Discrimination; 2 claims of Failure to Pay Wages (UDW)

2 CMPHs had taken place and a full hearing listed. JM was offered at the 3rd CMPH and agreed. The full hearing was relisted and a PRPH was listed. A further CMPH was heard to resolve access issues as the claimant had changed her representative. A further CMPH was listed and the full hearing was postponed and relisted. JM was unsuccessful. A further 2 CMPHs have taken place. A further CMPH is listed and the case is also relisted for a full hearing (13 days). Both parties are legally represented.

Judicial Mediation No. 22 – 2 claims of Public Interest Disclosure and Failure to Pay Wages (UDW)

A PRPH and full hearing were listed at the 1st CMPH but were subsequently postponed. At the 4th CMPH, participation in JM was agreed and listed along with dates for PRPH and full hearing. JM was unsuccessful and the case is now re-listed for full hearing. Both parties are legally represented.

Judicial Mediation No. 33 – 4 claims of Sex Discrimination, 4 FET claims and 1 claim of Unfair dismissal

This case had been through protracted case management with 11 CMPHs, 1 PRPH; 2 Depoist hearings and 2 PHPs having taken place. JM was agreed at the 10th CMPH. Although the mediation was unsuccessful, the parties advised the mediator that it had been helpful in narrowing the issues. The claimant was unrepresented and the respondent was legally represented.

Judicial Mediation No. 45 – 1 claim of Unfair Dismissal, Disability Discrimination and Public Interest Disclosure.

The case was listed for PRPH and full hearing at the first CMPH. A further 2 CMPHs took place. The full hearing was postponed at the PRPH and relisted. JM was unsuccessful. The case is listed for Liability and Remedy hearing. Both parties are legally represented.

Judicial Mediation No. 69 – 1 claim of Unfair Dismissal, Sex, Race and Age Discrimination, Breach of Contract and Transfer of Undertaking

A PRPH and full hearing were listed at the 1st CMPH. The hearing was postponed and relisted at the PRPH. A further 2 CMPHs took place and the full hearing was postponed and relisted again. At the 4th CMPH JM was offered and accepted. JM took place on was unsuccessful. The case remains listed for full hearing. Both parties are legally represented.

Judicial Mediation No. 95 – 1 claim of Race Discrimination; 2 claims of Disability Discrimination; 1 claim of Failure to pay wages (UDW)

This was a protracted case involving 9 CMPHs, 3 PRPHs and the listing and relisting of the full hearing 5 times. JM was unsuccessful. The case is listed for full hearing. The claimant is no longer represented and the respondent is legally represented.

Annex D – Withdrawn from JM process

Judicial Mediation No. 15 – 1 claim of Disability Discrimination

A PRPH and full hearing were listed at the 1st CMPH. JM was offered and agreed at the 2nd CMPH and the PRPH an full hearing were subsequently postponed and relisted. JM was listed. A statement of expectations had not been submitted. The case conciliated in advance of JM. Both parties were legally represented.

Judicial Mediation No. 17 – 1 claim of Disability Discrimination

A PRPH and full hearing were listed at the 1st CMPH. At the PRPH JM was requested and agreed. It was listed however, the parties indicated that they were hopeful of settlement and no longer required JM. A statement of expectations had not been submitted. The case subsequently conciliated. Both parties were legally represented.

Judicial Mediation No. 18 – 5 claims of Public Interest Disclosure

At the 1st CMPH, JM was offered and a full hearing was also listed. At the 3rd CMPH, JM was agreed and listed. JM was postponed on 4 occasions; the full hearing was postponed and relisted a further 2 times and 2 further CMPHs have taken place. A statement of expectations had not been submitted. The matter is ongoing. Both parties are legally represented.

Judicial Mediation No. 26 – 2 claims of Age and 1 claim of Disability Discrimination

A PRPH and full hearing were listed at the 1st CMPH. JM was requested by the parties and the PRPH and full hearing were postponed. JM was initially listed but was postponed on 2 occasions and the full hearing was also relisted. The case conciliated the day prior to the JM. A statement of expectations had been submitted. Both parties were legally represented.

Judicial Mediation No. 27 – 1 claim of Disability Discrimination

The case has been through significant case management with 7 CMPHs and a PRPH and full hearing listed on 2 occasions. The parties agreed to JM at the 5th CMPH but it was subsequently postponed on 2 occasions. The parties sought an adjournment pending settlement on the eve of the JM and it was conciliated on the day following the listing of JM. A statement of expectations had been submitted. Both parties were legally represented.

Judicial Mediation No. 28 – 1 claim of Unfair Dismissal and Disability Discrimination

The case has been through significant case management with 9 CMPHs and the full hearing had been listed on 4 occasions. JM was agreed at the 4th CMPH but the claimant withdrew from the process. A statement of expectations had been submitted. The matter is proceeding to full hearing. The claimant is represented by the Equality Commission and the respondent is legally represented.

Judicial Mediation No. 29 – 1 claim of Unfair Dismissal, Disability Discrimination and Right to receive particulars of contract

A PRPH and full hearing were listed at the 1st CMPH and the parties also agreed to participate in JM. The JM was removed due to extended unavailability. A statement of expectations had been submitted. The case was withdrawn on the eve of the next CMPH. The claimant was represented by Independent Trade Union and the respondent was legally represented.

Judicial Mediation No. 31 – 1 claim of Unfair Dismissal and Disability Discrimination

A full hearing was listed at the 1st CMPH and the parties also agreed to participate in JM. The parties withdrew from JM and settled the dispute. A statement of expectations had not been submitted. Both parties were legally represented.

Judicial Mediation No. 35 – 1 claim of Sex, Disability and Part Time Working Discrimination

A PRPH and full hearing were listed at the 1st CMPH. The parties agreed to participate in JM at the PRPH and the full hearing was subsequently postponed. The hearing was postponed again along with a further PRPH. JM was removed from the list as the parties indicated they were ready to proceed to hearing. The PRPH and full hearing were postponed once again at a further CMPH. A statement of expectations had not been submitted. The matter conciliated. Both parties were legally represented.

Judicial Mediation No. 41 – 1 claim of Public Interest Disclosure

This a protracted case. The case has been through 14 CMPHs, 2 PHPIs and the full hearing has been listed on 3 occasions. A statement of expectations had been submitted. The respondents withdrew from JM and the matter is listed for a Ground Rules Hearing and full hearing. The claimant is unrepresented and both respondents are legally represented.

Judicial Mediation No. 48 – 1 claim of Unfair Dismissal; 2 claims of Disability Discrimination

JM was offered at the 1st CMPH. A PRPH and full hearing were listed. These were subsequently postponed and relisted following agreement of the parties to participate. 2 further CMPHs took place and the respondent withdrew from JM as new claims were being lodged. A statement of expectations had not been submitted. The claims will proceed to full hearing. Both parties are legally represented.

Judicial Mediation No. 49 – 1 claim of Unfair Dismissal

At the 1st CMPH both parties agreed to participate and a full hearing was listed. The parties sought an adjournment and the case was adjourned pending settlement. A statement of expectations had been submitted. The claimant was represented by their Union rep and the respondent was legally represented.

Judicial Mediation No. 51 – 1 claim of Public Interest Disclosure and Health & Safety Detriment

At the 4th CMPH JM was offered and accepted. JM was listed but was postponed and relisted. The claimant withdrew from JM. A further CMPH has taken place and the case is now listed for PRPH and full hearing. A statement of expectations had not been submitted. Both parties were legally represented.

Judicial Mediation No. 53 – 1 claim of Unfair Dismissal and Disability Discrimination

The case has been extensively case managed with 7 CMPHs taking place and the PRPH and full hearing dates being fixed on 3 occasions. The parties agreed to JM however the matter conciliated in advance. A statement of expectations had not been submitted. The claimant was unrepresented and the respondent was legally represented.

Judicial Mediation No. 56 – 1 claim of Unfair Dismissal, Age, Sex, Race and Disability Discrimination

At the 1st CMPH both parties were offered JM and at the 3rd CMPH they agreed to participate. The PRPH and full hearing were postponed. A statement of expectations had been submitted. The matter conciliated the day before JM was due to take place. The claimant was unrepresented and the respondent was legally represented.

Judicial Mediation No. 58 – 1 claim of Unfair Dismissal, Equal Pay and Sex Discrimination

At the 1st CMPH both parties were offered JM. A PRPH and full hearing were also listed. A further CMPH took place and JM was listed. A statement of expectations had been submitted. The parties sought an adjournment pending settlement and the matter conciliated. Both parties were legally represented.

Judicial Mediation No. 63 – 2 claims of Disability Discrimination

A PRPH and full hearing were listed at the 1st CMPH. At the 2nd CMPH, JM was offered and the PRPH and full hearing were postponed and relisted. A further CMPH took place. The respondent withdrew from the process as a further claim was expected to be submitted. A statement of expectations had been submitted. The matter was listed for a further CMPH. Both parties are legally represented.

Judicial Mediation No. 66 – 1 claim of Fair Employment

A PRPH and full hearing were listed at the 1st CMPH. The parties also agreed to participate in JM. However, the matter conciliated in advance. A statement of expectations had not been submitted. The claimant was represented by their Union and the respondent was legally represented.

Judicial Mediation No. 67 – 1 claim of Unfair Dismissal, Disability Discrimination and Right to receive written reason for dismissal

A PRPH and full hearing were listed at the 1st CMPH. The parties also agreed to participate in JM. A statement of expectations had been submitted. The respondent subsequently withdrew. The matter was listed for full hearing. Both parties are legally represented.

Judicial Mediation No. 70 – 1 claim of Unfair Dismissal, Disability Discrimination and Harassment

A PRPH and full hearing were listed at the 1st CMPH. JM was also offered. A further 2 CMPHs took place and in the latter, the parties agreed to participate in JM. The matter was listed for JM however, the parties notified the tribunal that they had settled the matter. A statement of expectations had been submitted. Both parties were legally represented.

Judicial Mediation No. 74 – 1 claim of Disability Discrimination

A PRPH and full hearing were listed at the 1st CMPH. JM was agreed at the 2nd CMPH and the PRPH date was postponed and relisted. A statement of expectations had been submitted. The respondent withdrew from the process and the matter is proceeding to the original hearing dates. The claimant is represented by their Union and the respondent is legally represented.

Judicial Mediation No. 75 – 1 claim of Disability Discrimination

A PRPH and full hearing were listed at the 1st CMPH. JM was agreed at the 2nd CMPH. A statement of expectations had not been submitted. The matter conciliated in advance of the JM. Both parties were legally represented.

Judicial Mediation No. 76 – 1 claim of Unfair Dismissal

JM was offered at the first CMPH and accepted by the respondent by way of email thereafter. A PRPH and full hearing had been listed. A statement of expectations had not been submitted. The case conciliated in advance of the hearing. The claimant was represented by a family member and the respondent was legally represented.

Annex E – Cases listed for Judicial Mediation

20	1 claimant; 3 respondents	4 claims	Sex; Race; Harassment
23	8 claimants; 2 respondents	8 claims	Failure to pay wages – Unlawful deduction of wages; Transfer Of Undertaking
24	1 claimant; 1 respondent	2 claims	Disability; Failure to pay wages – Unlawful deduction of wages
32	1 claimant; 1 respondent	3 claims	Fair Employment; Age
36	1 claimant; 4 respondents	1 claim	Unfair dismissal; Age; Race
39	1 claimant; 1 respondent	2 claims	Disability; Unfair dismissal
52	1 claimant; 1 respondent	1 claim	Unfair dismissal
54	1 claimant; 1 respondent	1 claim	Disability
59	1 claimant; 1 respondent	1 claim	Age; Right to receive particulars of contract; Right to paid annual leave; Failure to pay wages – Unlawful deduction of wages
62	1 claimant; 1 respondent	1 claim	Unfair dismissal; Disability
64	1 claimant; 1 respondent	4 claims	Race; Unfair dismissal
65	1 claimant; 1 respondent	1 claim	Unfair Dismissal; Sex
68	1 claimant; 1 respondent	1 claim	Unfair Dismissal; Age; Sex; Breach of contract
71	1 claimant; 1 respondent	1 claim	Unfair dismissal; Disability
72	214 claimants; 4 respondents	214 claims	Age
77	1 claimant; 2 respondents	1 claim	Unfair dismissal
78	1 claimant; 1 respondent	1 claim	Fair employment
79	107 claimants; 1 respondent	107 claims	Failure to pay wages – Unlawful deduction of wages; Right to paid annual leave
81	1 claimant; 2 respondents	3 claims	Race; Public Interest Disclosure
82	1 claimant; 1 respondent	1 claim	Sex; Failure to pay wages – Unlawful deduction of wages
83	1 claimant; 1 respondent	1 claim	Disability; Breach of contract

84	1 claimant; 1 respondent	1 claim	Disability
85	1 claimant; 1 respondent	2 claims	Disability; Unfair dismissal; Harassment; Breach of Contract
86	2 claimants; 1 respondent	3 claims	FET; Equal Pay; Sex; Trade Union Activities
87	1 claimant; 1 respondent	4 claims	Sex; Public Interest Disclosure; Sexual orientation
88	1 claimant; 1 respondent	1 claim	Unfair dismissal
89	1 claimant; 1 respondent	1 claim	Disability; Breach of contract; Failure to pay wages – Unlawful deduction of wages; Unfair dismissal
90	1 claimant; 1 respondent	1 claim	Disability; Sex; Part time working
91	4 claimants; 1 respondent	4 claims	Unfair dismissal; Equal pay; Sex; Breach of contract
92	1 claimant; 3 respondents	2 claims	Fair employment; Sex
93	1 claimant; 1 respondent	1 claim	Public Interest Disclosure
94	1 claimant; 3 respondents	1 claim	Fair employment
96	1 claimant; 1 respondent	1 claim	Unfair dismissal; Age
97	1 claimant; 1 respondent	1 claim	Disability