

Interpersonal conflict management procedure

1. INTRODUCTION

The current Interpersonal Conflict Management procedure complements the Action Protocol for harassment situations already adopted by Aqualia, and aims to be an effective tool for the management and resolution of conflicts arising in the workplace, particularly through the implementation of a mediation procedure available to workers. Mediation can be defined as a voluntary process in which the parties in conflict try to reach an agreement on their own with the assistance of a third party, impartial and neutral, called a mediator.

Aqualia asserts its clear commitment to resolve interpersonal conflicts through responsibility, respect for people's dignity, and dialogue, considered as basic principles of organizational and professional development. A company that effectively promotes the psychosocial health of its workers does not deny or avoid conflict, but is capable of recognizing it, managing it, and resolving it adequately, bearing in mind that, in many cases, workplace harassment is the direct consequence of an unresolved interpersonal conflict. The implementation of this procedure for the resolution of conflicts that may affect people's health and even the "health" of the organization itself, therefore falls within the prevention of occupational risks.

The protection of the health of workers by preventing the risks arising from their work is found in Law 31/1995, of 8 November, on the Prevention of Occupational Risks, its fundamental pillar, demanding all employers to monitor and improve the working conditions of its employees, eliminating risks or minimizing those that can not be eliminated. The protection must be carried out not only against the risks of a physical nature, but also risks that may cause a psychic deterioration in the health of workers.

2. DEFINITION OF CONFLICT

For the purposes of this procedure, conflict means any confrontation between two or more workers in the workplace as a result of disagreements, conflicting interests, divergent opinions, incompatible goals or lack of empathy among the people involved. Independent situations, merely occasional, or derived from reasonable disagreements in an employment relationship are not considered conflicts.

3. SCOPE OF APPLICATION

The current procedure will be applicable to all Aqualia staff members who provide services in any of their work centres.

Conflicts that could arise with employees of subcontractors, external companies or public administrations will not be within the scope of the procedure.

4. PREVENTIVE MEASURES

4.1 Primary preventive measures.

Aqualia will promote the acquisition of social skills, the development of assertiveness, and teamwork among its workers.

4.2 Technical training for the detection and management of conflicts and mediation. Selection and training of mediators.

For the purposes of this procedure, Aqualia will train HR managers in the detection and management of conflicts.

Likewise, awareness-raising sessions on conflict management can be given to department heads, delegation directors, production managers, and service heads.

When circumstances dictate, Aqualia may designate a specialized professional outside of the company to intervene as a mediator, who must act with respect to the principles of mediation and the rules of this procedure.

4.3 Awareness and disclosure of the procedure.

In order that this procedure is known to all workers, a communication plan will be established using the most effective channels to publicise the procedure among employees.

5. MEDIATION AS A TOOL FOR CONFLICT RESOLUTION

5.1 Definition of mediation. Aim of the mediation.

What is meant by mediation is a means of conflict resolution in which two or more parties voluntarily attempt to reach an agreement with the intervention of a mediator.

Interpersonal conflicts that arise in the development of the company's work activity may be subject to mediation within the scope of these proceedings, however, isolated situations, merely occasional, or arising from reasonable disagreements in an employment relationship, such as established in the definition of conflict in point 2, are not considered.

5.2 Fundamental principles of the mediation.

a) Voluntary and freely available.

Mediation is voluntary. No one is obliged to submit to the mediation procedure, nor to remain in it or to conclude an agreement.

b) Equality of the parties.

The parties will intervene with full equality of opportunities. The mediator will ensure that the opinions and points of view of each party in conflict and the balance between the different positions are respected.

c) Impartiality of the mediator.

The mediator may not act to the detriment or interest of any parties.

d) Neutrality.

The mediation will be developed in a way that facilitates the parties in conflict to reach an agreement with the intervention of the mediator by themselves.

e) Confidentiality.

The mediation procedure and the documentation used in it is confidential. The obligation of confidentiality extends to the mediator and the parties involved, so that they can not reveal information they could have obtained resulting from the procedure.

f) Those involved in the mediation procedure.

The people involved in the mediation procedure will act towards each other in accordance with the principles of loyalty, good faith and mutual respect, and must collaborate with the mediator throughout the procedure to achieve the best outcome for both parties, which is the resolution of the conflict.

5.3 Requirements to act as a mediator. The role of the mediator.

For each mediation procedure, Aqualia, through the People and Culture Directorate, will appoint a mediator from among those selected and trained, as stated in point 4.2, ensuring that the mediator is not related to the situation and that there are no designated circumstances that may affect their impartiality or generate a conflict of interest.

The mediator must have specific training to develop mediation and perform their work according to the following guidelines:

- a) The mediator will facilitate communication between the parties and ensure that they have sufficient information and advice.
- b) The mediator will develop an active behavior aimed at achieving reconciliation and dialogue between the parties, with respect to the principles included in this procedure.
- c) The mediator may renounce mediation, and in this case must deliver a record to the parties stating his/her resignation.
- d) The mediator may not initiate or must abandon the mediation when there are circumstances that affect his/her impartiality or are likely to generate a conflict of interest.
- e) The mediator shall inform the parties of any circumstance that in his/her opinion may affect their impartiality or generate a conflict of interest. In such cases, the mediator may only accept or continue mediation when he/she assures that he/she can mediate with total impartiality, provided that the parties expressly consent to it and that this is evidenced in writing.
- f) Any party may challenge the mediator when in his/her judgment there are circumstances that affect their impartiality or are likely to generate a conflict of interest. The challenged mediator will refrain from intervening in the mediation procedure and will proceed to appoint another mediator.

6. MEDIATION PROCEDURE

6.1 Mediation Opening Procedure.

The mediation procedure will be initiated by means of a request addressed to the People and Culture Directorate, signed by mutual agreement by the parties or by one of the parties in conflict, indicating in this case the party or parties with whom the mediation is desired. In this request the reasons for which mediation is required will be described and detailed (Appendix I).

The People and Culture Directorate will guarantee the confidentiality of the process.

6.2 Briefing.

Once the request has been received, People and Culture Directorate will appoint a mediator, in accordance with the provisions set out in 5.3. The designated mediator will summon the staff members in conflict to hold the briefing. In case of unjustified absence of any of the parties to the briefing, it will be understood that he / she withdraws from the mediation.

In this briefing, the mediator will inform the parties of the characteristics of the mediation, the possible causes that may affect its impartiality, the phases of the procedure, and the consequences of the agreement that may be reached. In addition to this the mediator will communicate the day, time, and place where the constitutive session will be held, which may be held consecutively if the mediator deems it appropriate and the parties indicate their agreement.

6.3 Constitutive session.

The mediation procedure will begin by means of a constitutive session in which the parties will express their desire to participate in the mediation and will record in writing the following particulars:

- a) Identification of the parties
- b) Name of the mediator.
- c) The motive(s) for which the conflict has been submitted to the mediation procedure.
- d) The program of actions and maximum duration foreseen for the development of the procedure, without prejudice to its possible modification when circumstances so require.
- e) The declaration of voluntary acceptance of mediation, with knowledge of the principles on which it is inspired and the assumption of derivative obligations.
- f) The place where the sessions will take place.

From the constitutive session, an act will be drawn up in which the above points will be recorded and signed by the parties in conflict and the mediator. If any parties show their nonconformity, the mediator will draw up a statement in which he will declare that the mediation has been tried without effect.

6.4 Duration of the procedure.

The mediation procedure will begin in the shortest possible time from receiving the request. The actions to be carried out will be consolidated in the least number of sessions, with a maximum duration of three months.

6.5 Development of mediation sessions.

- a) The mediator will summon the parties to each session with prior notice, direct the sessions and facilitate the presentation of the positions of the parties in conflict in an equal and balanced manner. The corresponding minutes will be drawn up from each session.
- b) All parties in conflict will take part in each session. However, at the discretion of the mediator, separate sessions may be held, in which case the mediator will inform all parties of the separate meetings that take place with any of them, without prejudice to the confidentiality of the treaty. The mediator will not be able to communicate the information or documentation that the party provided, unless expressly authorized by the latter.

6.6 Conclusion of the procedure.

- a) The mediation procedure can be concluded by an agreement reached by the parties or terminated without agreement, either because; one of the parties exercises its right to terminate the procedures, communicating it to the mediator; because the maximum period agreed by the parties for the duration of the procedure, or; because the mediator can justifiably ascertain that the parties' positions are irreconcilable or that another reason determines its conclusion
- b) The final record will include the conclusion of the procedure and will reflect the agreements reached in a clear and understandable manner, or its termination without agreement for any of the causes expressed in the previous section.
- c) The record must be signed by the mediator and by all parties and an original copy will be delivered to each one of the intervening parties. In the case that any party does not wish to sign the minutes, the mediator will record this circumstance in the same, delivering a copy to the parties who so desire.

6.7 The mediation agreement.

- a) The mediation agreement may relate to a part or all of the issues submitted to the mediation.
- b) The mediation agreement must state the identity of the parties and the mediator who has intervened, the obligations assumed by each party, the place, the date and the signature of all the intervening parties.
- c) The mediator will inform the parties of the binding nature of the agreement reached.

In the mediation agreement, the parties may propose (to the company) the adoption of specific measures in relation to the organization of work, with the prevention of occupational risks, or any other measure whose adoption is the responsibility of the company's management. In this case, the mediator will deliver a copy of the final act to the People and Culture Directorate, where the agreement (s) are included with the proposed measures to be submitted for consideration.

- d) The management will proceed to carry out a feasibility study on the proposed measures and will communicate the decision taken to the parties, being able to offer alternative measures in the case that the proposals by the parties are unfeasible.

7. MONITORING

The People and Culture Directorate will carry out periodic evaluations and monitor compliance with the agreements or commitments adopted in the mediation procedures.

Likewise, the People and Culture Directorate will communicate annually to the Human Resources committee the matters processed in accordance with this procedure, guaranteeing the confidentiality of personal data.

APPENDIX:

APPENDIX I: Mediation Request Form