



*Technical Report*

# **Establishing Alternative Dispute Resolution (ADR) Mechanisms in the Cooperative Sector: 3-Year Development Plan & Training Modules**

by the Conflict Resolution Group Foundation (CoRe Group)

**Prepared for**

**DOF Undersecretary Gil S. Beltran  
Executive Director, National Credit Council  
Department of Finance (DOF), and  
Ms. Lecira Juarez, Chairperson  
Cooperative Development Authority  
Republic of the Philippines**

**Submitted for review to**

**Office of Economic Development and Governance (OEDG), USAID/Philippines**

**July 2007**



# Preface

This report is the result of technical assistance provided by the Economic Modernization through Efficient Reforms and Governance Enhancement (EMERGE) Activity, under contract with the CARANA Corporation, Nathan Associates Inc. and The Peoples Group (TRG) to the United States Agency for International Development, Manila, Philippines (USAID/Philippines) (Contract No. AFP-I-00-03-00020-00, Delivery Order 800). The EMERGE Activity is intended to contribute towards the Government of the Republic of the Philippines (GRP) Medium Term Philippine Development Plan (MTPDP) and USAID/Philippines' Strategic Objective 2, "Investment Climate Less Constrained by Corruption and Poor Governance." The purpose of the activity is to provide technical assistance to support economic policy reforms that will cause sustainable economic growth and enhance the competitiveness of the Philippine economy by augmenting the efforts of Philippine pro-reform partners and stakeholders.

Department of Finance (DOF) Undersecretary Gil S. Beltran, Executive Director, National Credit Council (NCC), requested EMERGE, by letter dated September 25, 2006, to assist the Cooperative Development Authority (CDA), among other things, to develop an alternative dispute resolution (ADR) mechanism. The Conflict Resolution Group Foundation (CoRe Group) won a competitive contract to do the job. The first phase of its activities was previously reported (in February 2007) under the title, "Development of the ADR Framework and Implementing Guidelines for the Cooperative Sector." This report is about its second contract, to develop a 3-year development plan and training modules for CDA to implement the ADR mechanism throughout the country. It also reports on the training of trainers program conducted by the CoRe Group for CDA personnel.

The views expressed and opinions contained in this publication are those of the CoRe Group and are not necessarily those of USAID, the GRP, EMERGE or the latter's parent organizations.

# **Establishing Alternative Dispute Resolution (ADR) Mechanisms in the Cooperative Sector: Three-Year Development Plan & Training Modules**

## Table of Contents

	<u>PDF file Page No.</u>
Three-Year Development Plan: Coop ADR Service Provider Program	4
ADR Program for the Cooperative Development Authority (CDA): Progress Report No. 1	13
Coop ADR Primer for Cooperatives	15
CDA Forms	
Agreement to Mediate	33
Mediation Request Form	34
Settlement/Agreement Form	35
Evaluation of Mediation	36
Mediation Tracking Form	37
Notice for Mediation	38
Code of Ethical Standards of Professional Mediation Practice	39
Guidelines for the Selection of Trainees for Coop Mediation under the Cooperative Development Authority	43
CDA Video Script	45
Training Course Outline for the Cooperative Sector	63
Final Report: CDA Mediation Training Program, May to June 2007	65
Terms of Reference, Task 4.2.1.2.f. Promoting and Instituting Alternative Dispute Resolution Mechanisms for the Cooperative Sector - Phase 2: Development of Training Modules and Conduct of Training	87
Letter of Request from Gil S. Beltran, Undersecretary, Department of Finance, and Executive Director, National Credit Council, dated 25 Sep 2006	92

## **Establishing ADR Mechanisms in the Cooperative Sector**

### **THREE-YEAR DEVELOPMENT PLAN COOP ADR SERVICE PROVIDER PROGRAM (CASP)**

#### **A. BACKGROUND/RATIONALE**

The Tri-Level Alternative Dispute Resolution (ADR) Guidelines was developed to install conflict resolution mechanisms in the primary, union/federation and Cooperative Development Authority (CDA) levels as a response to the debilitating effects of inter- and intra-cooperative disputes in the sector. Preceding the finalization of the Guidelines was the conduct of sector consultations in 6 regional centers of the country. These resulted in a resounding clamor from the sector for the immediate installation of ADR in their cooperatives and the CDA.

The articulated demand from the sector prompted the CDA to follow up on its efforts in promoting ADR by mobilizing its resources and the support of EMERGE-USAID for the conduct of 3 batches of Basic Training on Professional Mediation. The training series resulted in the development of mediation skills among 86 representatives of various cooperatives nationwide and 40 officers and staff of the CDA. Qualified individuals are to be selected from this roster for the enhancement of their skills in ADR service provision and training. The challenge is to sustain ADR promotion and institutionalization in the sector beyond the financial support of the Project. Thus, it is expected that within only 3 years these carefully selected individuals and the installation of sustainability mechanisms will cause the widespread promulgation of ADR-Mediation in coop localities and in the entire sector.

## **B. THE PROPOSED OUTCOMES**

### **THE MISSION**

- To ensure the continued growth of the cooperative sector through the mainstream implementation of Alternative Dispute Resolution (ADR) mechanisms in cooperatives and the CDA

### **PROGRAM MILESTONES**

1. Installed efficient conflict resolution systems that ensure impartiality, confidentiality and mutual acceptance through institutionalized Conciliation-Mediation practice
2. Established multi-level access to conciliation-mediation services for the coop sector
3. Ensured effective delivery of ADR training and services through defined selection/screening criteria and recognition procedures for Con-Med practitioners
4. At least 1 Mediator trained and recognized by the CDA in all operational cooperatives registered under the Authority
5. Implementation of a viable model to facilitate the sustained practice and promotion of ADR in the coop sector

## **C. MAIN STRATEGIC THRUSTS**

### **1. CREATING MAINSTREAM AWARENESS ON ADR**

The finalization of the Coop ADR Framework and CDA Memorandum Circular Tri-Level ADR Guidelines provide the impetus for the promotion of ADR in the cooperative sector. Still, much effort is required to disseminate the guidelines and its significance. And it must be the CDA to pioneer efforts to educate the sector on the Guidelines' effective implementation.

Over the next 3 years, the CDA shall employ various IEC (Information, Education and Communication) activities that should facilitate the increased awareness and acceptance of ADR among cooperatives and members of their communities.

The following activities are proposed for the conduct of CDA in the next 3 years:

Activity	Objective
Dissemination of the CDA Memo Circular on the Coop ADR Tri-Level Guidelines	➤ To guide Primary and Union / Federation cooperatives in various aspects of installing and implementing ADR at each their levels as well as across levels (primaries – union/feds – CDA)
Approval and Distribution of the Primer on Coop ADR	➤ To supplement the ADR Memo Circular of the CDA; to provide cooperatives simplified material which they can disseminate to each their community
Inclusion of strategic planning and reporting on ADR implementation in ManCom and regional mtgs	➤ To involve leaders and officers of CDA extension offices in the evaluation and continuous improvement of the Agency's ADR Program
Participation in the annual recognition of Conflict Resolution Day (October 19)	➤ To join the international community in promoting the use of Conflict Resolution in various aspects of human relationships
Incorporation of ADR in the Agency's newsletters or publications	➤ To regularly update the regional offices and the sector on new ADR initiatives in coops and the Agency
Holding of lectures, regional symposia or fora on ADR Implementation in the Sector	➤ To provide cooperatives with a secure venue to share learning and experiences in ADR

## 2. DEVELOPING CAPABILITIES FOR MEDIATION SERVICE AND ADR TRAINING PROVISION

A series of three 2-week training sessions were conducted in NCR, Cebu and Tagaytay between the period of May 15 to June 22. The 85 coop representatives and 37 CDA officers underwent 80 hours of combined classroom and practical training on Professional Mediation. The sessions culminated in written and practical assessments which served as the basis for qualifying 50 coop representatives and 10 CDA staff for Coop ADR Training for Trainers. (The ADR Training report is attached.)

Having been carefully selected and trained, these individuals of the pioneer batch are expected to conduct Coop ADR Trainings that will subsequently develop more mediation practitioners in coop communities nationwide. Future batches of practitioners and trainers shall be qualified based on Recognition Criteria and Procedures prescribed by the CDA. This shall ensure the quality of practitioners and trainers produced for the coop sector. And guided by the Code of Ethics for Professional Mediation Practice, coop ADR practitioners and trainers will assuredly conform to standards set on ensuring confidentiality, impartiality and mutual acceptance under the mediation process.

The features of the capability-program for Coop ADR practitioners include:

- Process design for efficient resolution of conflicts at the coop level
- Training modules based on Harvard training methods
- Conformity to global standards for Mediation training
- Combined remote and face-to-face modules for time and cost-effective training

In light of the logistical problems in training an average of 20,000 cooperatives per year, a Basic Mediation Distance Education packet was produced with the aim of providing remote access to Basic Mediation principles and skills as a prelude to face-to-face training for potential mediators in each cooperative. The manual and video-based distance education materials aim to boost the newly acquired skills of the pioneer coop sector-based service providers to effectively and conveniently train mediators in every cooperative. Through these, all operational cooperatives nationwide can be trained in Coop Mediation Practice within 3 years.

### 3. ENSURING SUSTAINABILITY THROUGH ENTERPRISE DEVELOPMENT

The number of registered cooperatives in the Philippines reached 73,630 in December 2006. Of these, 27,043 (37%) were identified as active or operating. This translates to an average of 1,700 operating cooperatives in all 16 regions of the country.

Applying the strategy of multiplying the training team by arming qualified members of the Cooperative to become future ADR Trainers, it is estimated that the target to install at least 1 Mediator in each cooperative in the country will be attained within 3 years. This is especially achievable as practitioners have been presented with a viable scheme to generate revenues for them and their cooperative. Ultimately, the coop can expand the ADR committee and spin off a

separate unit to focus on the business of providing ADR services and training to other neighboring cooperatives. As such, cooperatives may develop surpluses not only to sustain their program but invest in other relevant projects for the community as well.

Coop Practitioners may capitalize on the following opportunities to generate income that will profit the ADR Program in their cooperative:

- a) Service fees for Mediation Service
- b) Training Fees for Face-to-face Basic Mediation Training
- c) Sale of the ADR Distance Education Kits

Mediation services in cooperatives have not been prescribed a standardized scheme nor fixed fees by the CDA. The cooperatives shall have this prerogative on service fees, if any are to be imposed at all, as well as on the prescribed incentive package for its Mediators (*so long as it conforms to the ADR Law that fees of Mediators shall not be a factor of the case settlement amount*). It is recommended, however, that levels of affordability must be considered for the service to remain attractive and accessible to the disputants. Likewise, the incentive package for the Mediator must be considerable of the fact that he or she possesses a specialized skill that will be very beneficial to those that require it. With some existing schemes, the disputants equally share the fees for the Mediator's services. Additional charges are then incurred should the Mediation proceedings extend beyond 3 sessions. It had been expressed, however, that cooperatives might subsidize the Mediation service and offer it FREE especially for disputants who are members of their cooperative.

Coop ADR Training, meanwhile, is an opportunity which cooperatives, particularly tertiary and secondary cooperatives, may find promising. Estimates show that every trainer may stand to generate an average of P675,000 per year on conducting ADR Training for its primary coops.

Consider the basic assumptions:

- 1 Coop ADR Trainer will conduct a minimum of 15 2-day training sessions per year over the next 3 years
- Training fee for every participant is at a minimum of P3,000
- Every training batch may be composed of a minimum 20 participants
- Estimated cost for trainers fee, meals and materials is at 25% of gross revenue



We then compute as follows:

Gross Revenues:		
20 trainees x P3,000/pax x 15 trainings x 3yrs =		P2,700,000
Less: Estimated Cost*:		
P2,700,000 x 25%	=	(P675,000)
Net Profit:	=	P2,025,000

With potential profits of P2,025,000 for the conduct of Coop ADR Trainings, every cooperative and its trainer will possess substantial surpluses to invest in the continuous growth and promotion of its ADR Program.

Another promising source of revenues for the trainer and the cooperative is the sale of the Coop ADR Basic Mediation Workbook packet which is at a wholesale price of P400. At a suggested retail price of P500 each packet, a profit sharing scheme on the P100 surplus may be devised between the trainer and the cooperative. The trainer might receive 25% for marketing the product whereas the coop receives 75% as guarantor or financier.

The coop and the trainer, of course, may choose to devise other forms of profit-sharing which will be mutually satisfactory for them. However, based on the P25 – P75 share between the trainer and the coop, we compute for the following:

- Potential Market: at least 70,000 cooperatives registered nationwide, where 50% will decide to install a Con-Med Committee comprised of 3 members
- Each member will purchase 1 ADR workbook each in order to acquire the unique Mediator's ID Number required for recognition by the CDA
- Estimated 70 pioneer trainers & cooperatives
- Suggested Retail Price of P500 where P100 goes to the trainer/coop

This is thus illustrated:

Potential Market:

70,000 x 50% x 3 committee members =	105,000
105,000 potential Mediators / 70 trainers =	1,500 potential mediators per trainer

Potential Revenues:

1,500 potential mediators x P100 =	P150,000 income from Workbook sales which can be shared between the Trainer and Coop
------------------------------------	--

And in order for CDA to continue its efforts in ADR promotion and systems improvement beyond external assistance, it may also choose to adopt the coop model and generate revenues for the conduct of training sessions especially at the regional level. It may also market the Coop ADR Workbook, the sale of which may be used to fund future ADR activities of the Authority.

#### d) CONTINUOUS MONITORING AND QUALITY IMPROVEMENT

Key to the effective and efficient monitoring of system performance in ADR is the installation of an information management system linking data and information from the primary, federation-union and CDA Levels. The overall information management system will also track outcomes at all levels without compromising confidentiality. It shall also incorporate feedback on end-users' satisfaction on the performance of the mediator and the conduct of the mediation proceedings.

Having installed a system where the provision of Mediation services should be more prevalent at the coop levels than the CDA, systems monitoring and evaluation now becomes the primary role of the Authority. Ensuring effectiveness of the mediation process and conformity to ethical standards of practice becomes its primary contribution to the overall implementation of ADR in the coop sector.

However, there remains a need to establish baseline information on the capacity of the coop sector in ADR. Initially, a correct listing of cooperatives with or without internal ADR mechanisms, particularly conciliation-mediation, must be spearheaded by the CDA. The cooperation of the sector must be solicited especially at the regional levels prior to the conduct of institutional reviews of primaries, federations and unions. The institutional reviews should determine their capacity for ADR service provision and system management. An inventory of coops which lack the readiness for ADR and in what areas will provide the springboard from which the Authority can guide the sector in ADR implementation and sustain system improvement initiatives.

Qualitative and quantitative assessments will be applied in monitoring systems at all levels. The following documentation forms and templates have thus been developed to guide in effective implementation and monitoring:

A. Process Forms

- Mediation Request Form
- Notice of First Mediation Conference
- Agreement to Mediate Form
- Agreement Form
- Mediation Tracking Form
- Mediator's Report Form
- Mediator's Evaluation Form
- Certificate of Non-Settlement
- Certificate of Non-Resolution

B. Report Templates

- CDA Quarterly, Semi-Annual and Annual Forms (for consolidating Conflict-Resolution Committee Reports)
- Primary/Secondary Quarterly and Semi-Annual Report Forms
- Conflict-Resolution Committee Monthly Report Form

The following key result areas shall be regularly monitored by ADR/Con-Med Committees at the Coop and CDA levels:

- Outcomes of Cases Handled
  - Successful Outcomes
  - Failed Mediation
  - Returned without Action
  - Rate of Referrals
- Common Nature of Complaints
- Common Types of Complaints
- Reasons for Non-Settlement
- % of Trained Members of the ADR/Con-Med Committee and Unit
- End-user's satisfaction on the Mediator, the mediation process and the outcome
- Advocacy activities conducted for the period

ADR/Con-Med teams at the coop and CDA levels shall also be required to internally assess their systems and recommend appropriate measures for improvement.

**Figure: 3 – Year Coop ADR Roadmap**

Year	Structure	Process	Capability-Building	Advocacy	Monitoring & Evaluation
<b>FIRST</b>	<p>Terms of reference of the CDA Con-Med Units/Sections defined</p> <p>All CDA Central and Extension Offices install Con-Med Section and Units</p> <p>ADR / Con-Med Committee supplants all existing coop Grievance Committees</p> <p>At least 50% of active cooperatives provide for the creation of the Conciliation-Mediation Committee in their By-Laws</p>	<p>Code of Ethical Practice on Professional Mediation BOA approved for trained and recognized coop ADR Practitioners</p> <p>Conciliation-Mediation supersedes traditional adjudicatory processes at the CDA offices and cooperative levels</p> <p>All active cooperatives furnished by CDA EOs with the Memo Circular Coop ADR Tri-Level Guidelines</p>	<p>80 qualified representatives of the coop sector undergo Training of Trainers (TOT)</p> <p>12 officers and staff of the CDA undergo Coop ADR TOT</p> <p>Each ADR Trainer conducts at least 2 trainings for the year – aggregate of at least 190 trainings</p> <p>Coops access distance education training materials to acquire Basic Mediation principles and skills as a prelude to a face-to-face training</p>	<p>All active cooperatives furnished by CDA EOs with the official primer on the Coop ADR Tri-Level Guidelines</p> <p>At least 50% of active coops incorporate ADR Con-Med orientation in their PMES</p>	<p>Monthly, Quarterly and Annual Report templates approved by CDA BOA for use by the Agency and the sector</p> <p>CDA to conduct an inventory of cooperatives with or without internal ADR mechanisms, particularly conciliation-mediation</p>
<b>SECOND</b>	<p>100% of active cooperatives have provided for the establishment of the Con-Med Committee in their by-laws</p>	<p>Representations conducted with the Courts for the rules and procedures covering the deposit of Mediation Agreements in the RTCs as prescribed in RA 9285</p> <p>CDA develops a policy to make the incorporation of the ADR clause in the by-laws a requirement for coop membership registration</p>	<p>Coop ADR Trainers conduct 1 training per month</p>	<p>Coop GA Meeting(s) incorporate ADR in the agenda</p> <p>The CDA develops a campaign / activity to encourage the sector to participate in the celebration of ConRes Day, October 19</p>	<p>CDA utilizes their updated ADR inventory to promote the installation of ADR mechanisms in coops</p>
<b>THIRD</b>	<p>All CDA Coop Development Specialists and Field Officers are trained and mobilized for Conciliation-Mediation training and service provision</p> <p>All members of the Coop ADR Committee have been trained in Con-Med practice</p>	<p>End-users mediation evaluation reveal HIGH level of satisfaction on the outcome and conduct of the Mediation process</p>	<p>All active coops have at least 1 Mediator trained and recognized according to CDA approved standards and criteria</p> <p>CDA recognized Mediators average a rank of 3.0 on End-users' <i>Mediator's Performance Evaluation</i></p>	<p>CDA extension offices to conduct ADR fora and symposiums for coops under their jurisdiction</p>	<p>Efficient reports generation at the CDA and Coop Levels facilitated by an electronic info mgmt system</p> <p>Quarterly and Annual Reports incorporate reviews and action to be taken by coops for systems improvement</p>

**Alternative Dispute Resolution (ADR) Program for the Cooperative Development Authority (CDA)**  
**PROGRESS REPORT NO.1**  
**Period Covered: April 27 to May 10**

Updates on Program Components:

I. ADR Consultancy

a. ADR Primer, Forms and Code of Ethics

Drafts of the primer, forms and code of ethics have been submitted to the CDA Board of Administrators (BOA) for comment. It was reported to the CoRe Group that the CDA BOA had made no comments or suggestions on the materials.

b. 3-year Development Plan

Prof. Abaya met with Chairperson Juarez to consult her on the CoRe Group's plan for the expansion and sustainability of the ADR Program in the sector through the Trainer's Program and distance learning materials. The 3-year development plan is currently being drafted.

II. ADR Training for the Cooperatives

The training for the CDA was initially set for May 15. However, due to conflicts in their schedule, they requested that it be moved to the month of June. Thus, it was agreed that the training for cooperatives be conducted first on the following dates:

NCR Training: May 21 to June 2, 9:00am to 6:00pm  
*(with the exception of Day1)*

Venue: Gaitanero and Soriano rooms, NATCCO, JP Rizal Street, Cubao, Quezon City

The first day of training shall begin at 1:00pm to accommodate participants who shall be traveling from faraway provinces. To date, the CDA reported about 10 participants coming from Baguio City, Tarlac and Nueva Ecija.

Cebu Training: May 28 to June 9

Venue: Ecotech *(tentative)*

To assist the CDA in the recruitment process, the CoRe Group initiated a small gathering of representatives from federations and large cooperatives to discuss the benefits of sending participants to the ADR Program. The meeting, which was held last May 8 at the CDA Headquarters, was attended

by 6 officers of various federations who were all excited about the program. They expressed their intention to help promote the program among their membership and send trainees.

III. ADR Training for the CDA

The CDA training will be held on June 12 to 23. Participants have been short-listed and will be submitted to the CoRe Group once finalized. Tentative venue is PHINMA Tagaytay.

IV. Trainer's Training Program

The Trainer's Training Program will be held on June 25 to 26. Tentative venue is PHINMA Tagaytay.

V. Distance Learning

The video shoot was conducted last April 30 to May 1. Editing for the first video deliverable (*which is a re-enactment of a coop-related case*) is currently underway and will be submitted on May 12 in time for use during the Coop Sector Training on May 15. (NOTE: This simple video will be further edited to include the instructional portions for use during the Trainer's Training in June.)

The workbook is currently being drafted.

## COOP ADR PRIMER for COOPERATIVES

# ALTERNATIVE DISPUTE RESOLUTION (ADR) SYSTEM FOR THE COOPERATIVE SECTOR

## I. TRI-LEVEL ADR GUIDELINES

### A. What are the functions of the Tri-level ADR Guidelines?

The Tri-Level ADR Guidelines was formulated to respond to the apparent need for mechanisms to mitigate the debilitating social and economic effects of conflicts in the cooperative sector. This was a result of consultations facilitated by the CDA in 6 regional centers nationwide.

The Tri-Level ADR Guidelines seeks to effectively establish Conciliation-Mediation systems in the following levels:

1. primary cooperatives
2. union/federations
3. the CDA

### B. What are the principles behind the Coop ADR Guidelines?

The Conciliation-Mediation Process shall be conducted in accordance with the following principles:

- a) Subsidiarity - all disputes shall be primarily resolved amicably at the Cooperative Level;
- b) Confidentiality - no transcript of the proceedings shall be taken during the conciliation-mediation process and that all notes and admissions of the parties shall be inadmissible in any other proceedings;
- c) Speedy inexpensive conciliation-mediation process - no technical rules of evidence shall be applicable including presence of counsel;
- d) Flexibility - the Conciliation-Mediation Section/Unit, Con-Med Officer and any other party involved in the process shall be vested with ample discretion to conduct the Con-Med process and to pursue whatever Conciliation-Mediation options as agreed upon by the parties;
- e) Liberal Construction - these guidelines shall be liberally construed in favor of attaining the paramount objective of amicably settling disputes at the lowest levels;
- f) Independence and Autonomy - the members of the Con-Med Section/Unit, the Con-Med Officers and Conciliator-Mediators shall be insulated from all types of external influences and pressures;
- g) Accessibility - the process is open to all disputants desirous of solving their disputes and/or problems amicably as the CDA recognizes the need to make justice accessible as widely as possible to all members of the cooperative;



h) Voluntariness - submission to the conciliation-mediation process shall be completely voluntary.

### **C. What are the legal foundations for the implementation of ADR in the coop sector?**

The use of Conciliation-Mediation is mandated under the following laws:

#### **R.A. 6939, Section 8. Mediation & Conciliation by the CDA**

*Upon the request of either or both parties, the Authority shall mediate and conciliate disputes within a cooperative or between cooperatives.*

#### **R.A. 6938, Article 121. Settlement of Disputes by Cooperatives**

*Disputes among members, officers, directors and committee members, and intra-cooperative disputes shall, as far as practicable, be settled amicably in accordance with the conciliation or mediation mechanisms embodied in the by-laws of the cooperative, and in applicable laws. Should such a conciliation/mediation proceeding fail, the matter shall be settled in a court of competent jurisdiction.*

## **D. What disputes are covered by the ADR Tri-level Guidelines?**

All cooperative disputes and issues between and among cooperative members, board/directors, committee/member, other officers, employees, clients and/or beneficiaries of the cooperative. However, Conciliation-Mediation will not prevent coop management from implementing sanctions and penalties against violations of its rules and regulations.

## **E. Where can one go in case of a coop-related dispute?**

Level 1 – Primary Cooperative: in accordance to the principle of subsidiarity, disputants should first exhaust all efforts to settle the dispute amicably at the primary level.

Level 2 – Union/Federation: Only if the dispute was not resolved at the primary level or if the dispute is between 2 cooperatives (inter-cooperative) will one have the option to elevate the dispute to the union/federation. At this level, parties also have the option to file the dispute with the Coop Development Council or other ADR providers instead of the Union/Fed.

Level 3 – Only disputes not resolved at the secondary level may be filed for conciliation-mediation with the CDA.

## **F. How and when will the Guidelines be implemented?**

The Guidelines will be implemented through the amendment of the coop by-laws. The amendment should be accomplished within 2 years from the effectivity of the ADR Guidelines.

## **II. The Conciliation-Mediation Committee**

### **A. What is Conciliation-Mediation?**

Conciliation-Mediation is a process of ADR wherein a neutral third party facilitates non-adversarial communication between parties to achieve the amicable and efficient settlement of their disputes. The process results in a voluntary and mutually satisfactory outcome decided upon by the parties themselves.

### **B. Who will implement Conciliation-Mediation in the cooperative?**

A Conciliation-Mediation Committee shall be formed by the primary or union/federation to develop, manage and institutionalize ADR in the cooperative.

The Con-Med Committee shall be composed of at least 3 members elected by the GA or appointed by the BOD. They shall elect among themselves a Chairman, Vice-chairman and a Secretary.

## **What are the functions of the Con-Med Committee?**

1. Formulate and develop the Conciliation-Mediation Program and ensure that it is properly implemented;
2. Monitor Conciliation-Mediation operations (entry of new cases, status of pending cases, performance of Conciliator-Mediators);
3. Submit semi-annual reports to the CDA within fifteen days after the end of every semester;
4. Accept and File Evaluation Reports;
5. Submit recommendations for improvements to the BOD; and
6. Recommend to the Board any member of the cooperative for Conciliation-Mediation Training as Cooperative CA

### **C. How can one be qualified to be a member?**

An individual must possess the following qualifications to be a member of the Con-Med Committee:

1. A legitimate cooperative member
2. A member in good standing
3. NOT a coop officer

### **D. Can a member of the Con-Med Committee be terminated?**

Yes. A member of the Committee may be terminated on the following grounds:

- ✓ violation of the Code of Ethical Standards,
- ✓ breach of the provision on confidentiality,
- ✓ manifestations of partiality
- ✓ conduct undermining the integrity of the Conciliation-Mediation process
- ✓ other grounds as may be provided in the coop by-laws

**E. Will the Committee require the involvement of the coop management staff?**

Yes. One (1) member of the management staff shall be designated by the BOD to serve as the **Conciliation-Mediation Coordinator**.

The **Coordinator** shall work with the members of the Committee in effectively implementing the ADR Program in the cooperative. His specific functions are to:

1. Receive complaints, and assist the disputing parties in reducing their complaints in writing;
2. Confirm parties' request to participate in Conciliation-Mediation;
3. Assist parties in the selection of a Conciliator-Mediator;
4. Monitor and report on the outcome of Conciliation Mediation conducted by non-pool Conciliator-Mediators;

5. Receive and file the Conciliator-Mediator's evaluation form;
6. Submit to the Committee the monthly report summarizing status of all cases processed and the results of the evaluation of the Conciliation-Mediation Process;
7. Facilitate the issuance of the Certificate of Non-Settlement from any failed or refused Conciliation-Mediation;
8. Monitor and fill-up the documents on the Conciliation-Mediation process;
9. Send communication to the disputants; and
10. Maintain an updated list of Conciliator-Mediator.

**F. What will happen to the existing Grievance/ Arbitration Committee of the cooperative if a Con-Med committee will be established?**

The existing Grievance/Arbitration Committee of the cooperative shall continue to operate for a period of 2 years from effectivity of the ADR Guidelines. It shall be replaced upon amendment of the coop by-laws and the constitution of the Conciliation-Mediation Committee.

### **III. The Mediator**

**A. Who will mediate cases filed with the cooperative?**

Only Mediators mutually selected by the parties will be allowed to mediate cases. The Mediator should be

selected from the Pool of Recognized Mediators, preferably from the cooperative and within the area. However, a conciliator-mediator who is not a member of the Pool may serve as Mediator provided his/her selection is mutually agreed upon by both parties.

## **B. How can one become a Conciliator-Mediator?**

Any individual may apply to be a Conciliator-Mediator through a CDA-prescribed recognition process. The recognition process of the CDA includes compliance with training requirements and successful completion of evaluation instruments and standards. An individual may also be nominated for recognition by a primary cooperative. Once recognized by CDA, he/she shall be included into the Pool of Conciliator-Mediators. A Mediator will also be required to strictly adhere to a Code of Ethics and Standards of Mediation Practice prescribed by the CDA.

## **C. Can a member of the Con-Med Committee be permitted to mediate disputes filed at her/his cooperative?**

Yes. A member of the Committee may provide Conciliation-Mediation services during and after his/her term, provided he/she is selected by both parties.

**D. Can the Mediator be terminated by the disputant in case of unsatisfactory performance?**

Yes. One or both parties may request the replacement of the Conciliator-Mediator at any time during the Conciliation-Mediation proceedings, due to loss of confidence and partiality.

**E. How will the performance of a Mediator be monitored?**

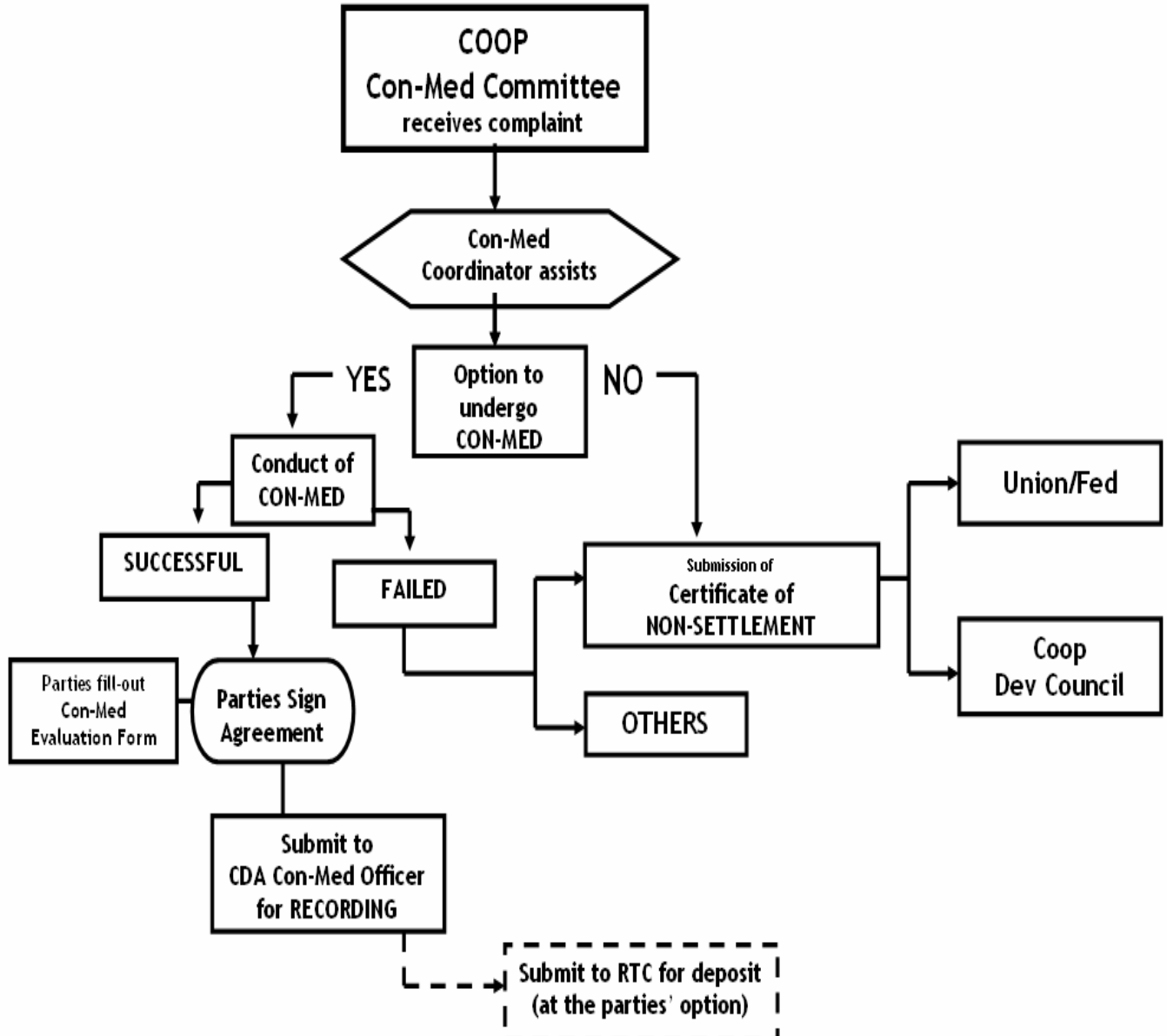
Parties will be required to fill-out an Evaluation Form for feedback on the effectiveness and quality of the Conciliation-Mediation Process as well as the Mediator's performance. The accomplished forms shall be forwarded to the Conciliation-Mediation Coordinator for filing and monitoring. If it has been found that the Mediator has been consistently performing poorly, he/she may be terminated from the Pool of Recognized Mediators.

**F. What is the compensation for Conciliator-Mediators?**

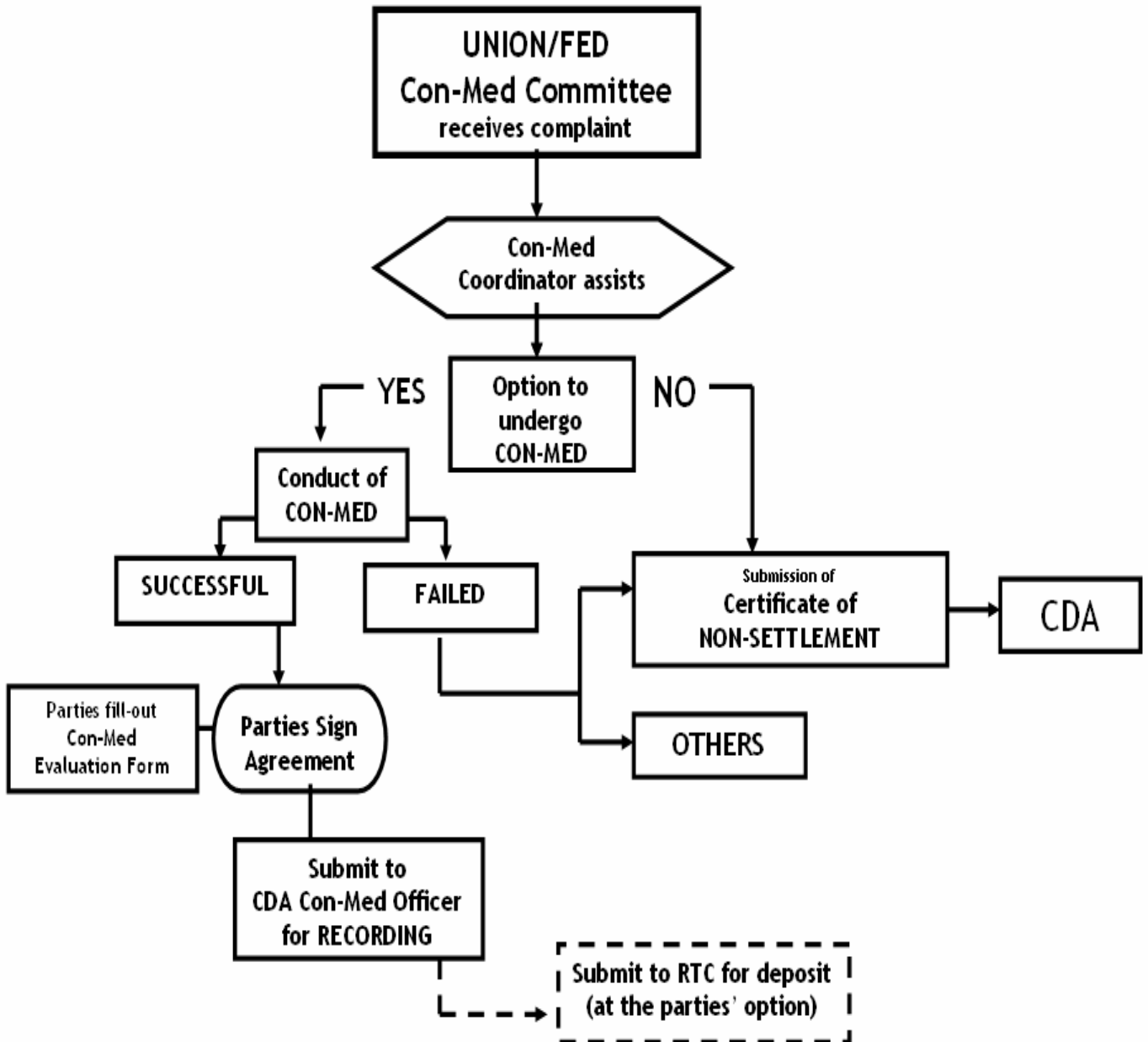
There is no standardized compensation package for Conciliator-Mediators. It is the prerogative of the cooperative what fees or wages will be provided to their Mediators.



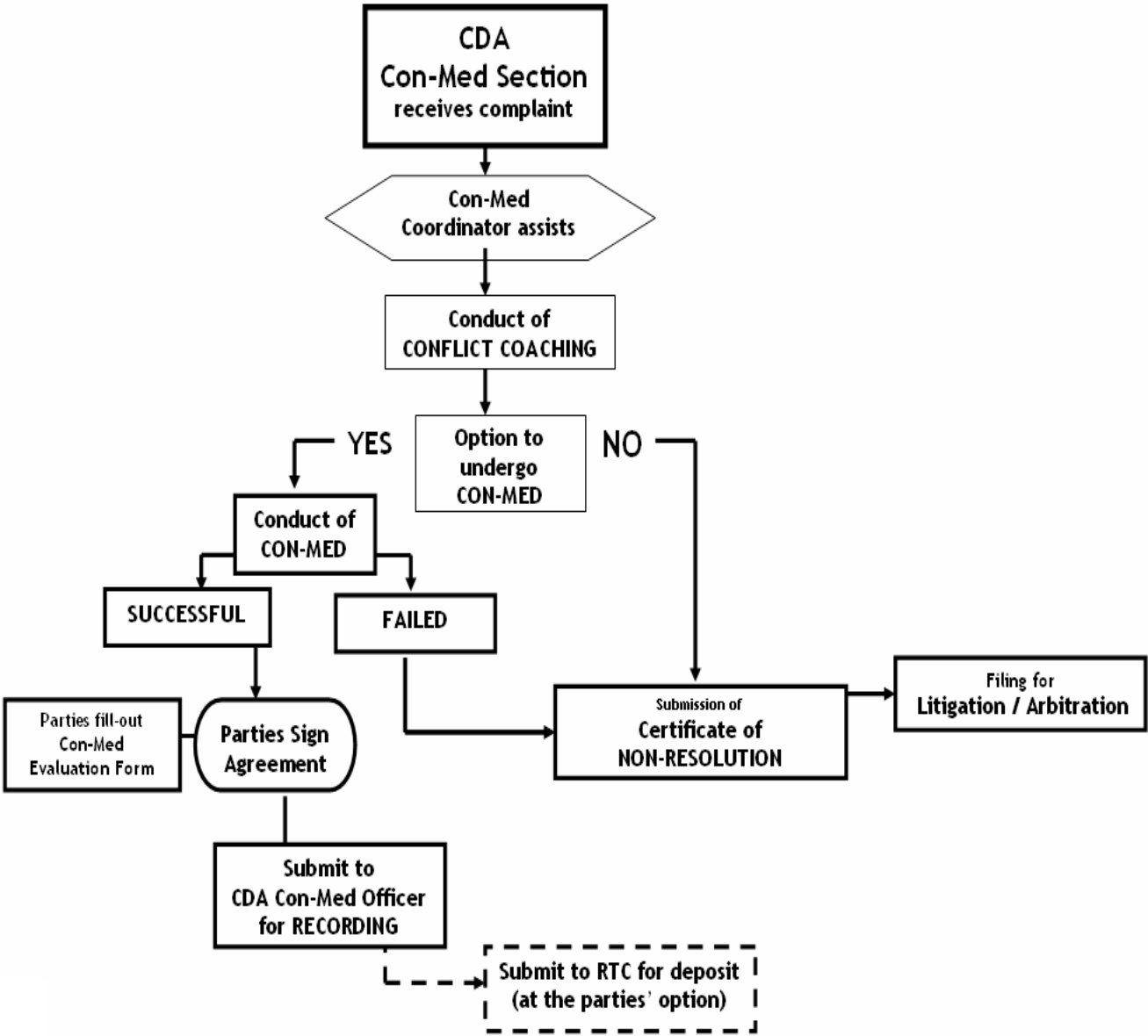
# PRIMARY LEVEL



# UNION/FEDERATION LEVEL



# CDA LEVEL



## **IV. The Mediation Process**

### **A. Who can file a complaint with the cooperative?**

Any member or non-member of the cooperative may file a dispute before the Con-Med Coordinator, provided it is determined by the Conciliation-Mediation Committee that the dispute, if remained unresolved, will directly affect the operations of the cooperative.

### **B. What are the steps involved in the Conciliation-Mediation proceedings?**

Conciliation-Mediation shall proceed in the following order:

1. Filing of Complaint with the Con-Med Coordinator
2. Issuance of Notice of Preliminary Conference to the parties
3. Conduct of preliminary conference by the Coordinator
4. Contacting of the Parties for Conciliation-Mediation
5. Conduct of the Conflict Coaching Session
6. Signing of the Conciliation-Mediation Agreement
7. Accomplishment of the Evaluation Forms

### **C. What shall be done with the Signed Conciliation-Mediation Agreement?**

In case of settlement, the Agreement shall be:

- a) Submitted to the CDA for recording

- b) Deposited at the parties' option with the RTC where one of the parties reside

**D. What will happen in case the parties fail to reach an agreement?**

If the Conciliation-Mediation is not successful at the first or second levels, the Conciliation-Mediation Committee shall issue a Certificate of Non-Settlement. The Certificate of Non-Settlement is necessary for the dispute to be referred to the Conciliation-Mediation Committee at:

1. The Federation or Union level; or
2. The Cooperative Development Council; or
3. Other ADR providers for arbitration, private Conciliation-Mediation, counseling, social services, etc, at the parties' option.

**E. How is confidentiality ensured during the Conciliation-Mediation proceedings?**

Candor and spontaneity should be encouraged during the Mediation proceedings for the process to be effective. Therefore, Mediation strictly prohibits the following:

- a) Disclosure by the Mediator of any communication made by one disputant, either during conflict

- coaching or at anytime during the Conciliation-Mediation proceedings, which are not intended to be known by the other party or by anyone
- b) Taking of transcript, minutes or any record of the Conciliation-Mediation proceedings
- c) Preserving any personal notes taken by the Conciliator-Mediator even after the termination of the proceedings
- d) Using notes, transcripts, minutes or any disclosed information gleaned during the Mediation proceedings as evidence in court
- e) Coercing of the Mediator to present evidence or testify in court

**F. What is the maximum duration for Conciliation-Mediation?**

The Con-Med proceedings should not exceed 30 days from the signing of the Agreement to Mediate. However, a 15-day extension may be granted if a valid reason is presented.

**G. When is Conciliation-Mediation considered as failed?**

Conciliation-Mediation is declared as failed:

- a) When no settlement is reached by the parties after 30 calendar days from the start of the conflict coaching.

b) When any or both of the parties or the Conciliator-Mediator decide to terminate the proceedings if, in his/her judgment, further efforts at Conciliation-Mediation are unlikely to lead to a resolution of the dispute.

#### **H. How much will disputants pay for Mediation services?**

There is no standardized fee for Mediation services. It is at the option of the cooperative how much will be charged or if there will be a fee charged at all.

### **V. ADR Implementation and Monitoring**

#### **A. Are cooperatives required to submit ADR program monitoring and evaluation reports to the CDA?**

**Yes.** All Conciliation-Mediation Committee of every cooperative shall submit semi-annual and annual written reports to the CDA Conciliation-Mediation Unit on the status of Conciliation-Mediation. Reports shall follow a prescribed CDA format, covering information regarding common issues of disputes, monthly account of complaints received, number of mediated cases, report of outcomes and referrals and an assessment of client satisfaction with the process. Recommendations based on their experience on how to improve the ADR

Program and its operative system is also part of each coop's annual requirements.

## **B. How will cooperatives advocate ADR to its members?**

The cooperative shall advocate ADR to its members through the following measures:

- a) Incorporation of a report on the status of the Conciliation-Mediation Program in its General Assembly meetings.
- b) Dissemination of article(s) on the availability, benefits, status and advantages of Conciliation-Mediation in its newsletters and other modes of communication to the general membership.

## **C. How long does a cooperative have to install an ADR system?**

Cooperatives are provided 2 years to amend its by-laws and constitute its Conciliation-Mediation Committees. These may be facilitated either by election during their General Assembly or by appointment of the Board of Directors. Within the same period, it shall also endorse for training its Conciliator-Mediators in accordance with the CDA prescribed education and training program for Conciliator-Mediators.

## **Approval/Effectivity**





Reference No.

## AGREEMENT TO MEDIATE

The undersigned parties agree to mediate the dispute within thirty (30) days from the date of the initial mediation session.

By my signature below, I attest, understand, and agree that:

1. I choose mediation VOLUNTARILY – out of my own free will.
2. I intend to settle my differences with the other party using a collaborative method.
3. I, the other party or the Mediator may stop the mediation at any point for any reason. Upon termination of the mediation process, I may still pursue my case through arbitration and litigation.
4. I am entering mediation in good faith and I shall make my mediation proposals in earnest.
5. If I reach an agreement through the mediation process, I bind myself legally to fulfill my commitments.
6. I may return to mediation as agreed by the other party, should a change in the mediation agreement be needed.
7. I agree not to use any of the information gained in the mediation session against the other party.
8. The mediation process is strictly confidential, and that no part of the discussion with the mediator, excluding child abuse and domestic violence, threats of violence, or intention to commit a crime, shall be disclosed without prior approval of the mediator or the pertinent parties.
9. I shall not ask or cause the mediator to testify in any court proceedings to disclose any information revealed in mediation.
10. I have the full authority to commit resources to an agreement, which may result from mediation.

**PARTY A:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Name of Primary/Federation/Union

\_\_\_\_\_  
Representative's Designation

**PARTY B:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Name of Primary/Federation/Union

\_\_\_\_\_  
Representative's Designation

**PARTY C:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Name of Primary/Federation/Union

\_\_\_\_\_  
Representative's Designation

**PARTY D:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Name of Primary/Federation/Union

\_\_\_\_\_  
Representative's Designation

**ATTESTED BY:**

\_\_\_\_\_  
Mediator / Mediation Coordinator  
Signature over Printed Name

\* Should representatives appear for principal parties, notarized Special Power of Attorney and Board Resolution stating that representative/s have the full authority to enter into mediation and signed agreements must be submitted.



REPUBLIC OF THE PHILIPPINES  
OFFICE OF THE PRESIDENT  
COOPERATIVE DEVELOPMENT AUTHORITY  
ALTERNATIVE DISPUTE RESOLUTION PROGRAM

## MEDIATION REQUEST FORM

Request Reference No.			
Name of Requesting Party		Age	Sex
Address		Status	
		Occupation	
Landline No.	Mobile No.	Email Address	
Name of Cooperative		Type of Cooperative	
Type of Membership of Cooperative <input type="checkbox"/> Primary <input type="checkbox"/> Secondary <input type="checkbox"/> Tertiary (Federation) <input type="checkbox"/> Tertiary (Union)			
Designation in the Cooperative		Landline No. of Cooperative	
Address of Cooperative			
Name of Responding Party/ies		Occupation	
Name of Cooperative		Type of Cooperative	
Type of Membership of Cooperative <input type="checkbox"/> Primary <input type="checkbox"/> Secondary (Federation) <input type="checkbox"/> Secondary (Union) <input type="checkbox"/> Tertiary (Federation) <input type="checkbox"/> Tertiary (Union)			
Designation in the Cooperative		Landline No. of Cooperative	
Address of Cooperative			
<b>NATURE OF COMPLAINT/S</b> <input type="checkbox"/> Legitimacy of coop leadership or authority <input type="checkbox"/> Violation of coop by-laws <input type="checkbox"/> Election Protest <input type="checkbox"/> Employment <input type="checkbox"/> Termination in the coop organization <input type="checkbox"/> Others		<b>TYPE OF COMPLAINT</b> <input type="checkbox"/> Member vs. Member <input type="checkbox"/> Member vs. Officer <input type="checkbox"/> Officer vs. Officer <input type="checkbox"/> Member vs. Cooperative <input type="checkbox"/> Cooperative vs. Cooperative <input type="checkbox"/> Cooperative vs. Federation <input type="checkbox"/> Federation vs. Federation	
<b>SPECIFY REASON FOR THE REQUEST</b>			
		_____ Signature over print of requesting party	
Assisted by: _____		Date: _____	
Date: _____			
<b>Referred by:</b>			
<input type="checkbox"/> Private Individual/Institution <input type="checkbox"/> Primary Level Con-Med Committee <input type="checkbox"/> Union/Fed Con-Med Committee <input type="checkbox"/> Non-Coop based Mediation service provider			



## SETTLEMENT/ AGREEMENT FORM

### AGREEMENT

By my signature below, I attest, understand, and agree to the following:

The compromise was executed voluntarily and out of our own volition. We have read and understood the contents thereof.

The Parties agree that this constitutes full and final settlement of any complaint each may have against the other in relation to this case.

**PARTY A**

\_\_\_\_\_  
*Signature over Printed Name*      *Date*

**PARTY B**

\_\_\_\_\_  
*Signature over Printed Name*      *Date*

**PARTY C**

\_\_\_\_\_  
*Signature over Printed Name*      *Date*

**PARTY D**

\_\_\_\_\_  
*Signature over Printed Name*      *Date*

**Assisted by:**

\_\_\_\_\_  
*Mediator*      *Date*



MEDIATOR: \_\_\_\_\_

I am PARTY [ A ] [ B ] [ C ] [ D ]

### EVALUATION OF MEDIATION

Rate the following statements accordingly. Check ONLY ONE box opposite the statement that corresponds to your answer. There are no right or wrong answers.

**5 STRONGLY AGREE    4 AGREE    3 NEUTRAL    2 DISAGREE    1 STRONGLY DISAGREE**

MEDIATION					
	5	4	3	2	1
1. I am well-informed about the mediation process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. I voluntarily joined/participated in the process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Mediation helped identify the problem.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Mediation aided in identifying the issues related to the problem.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. I successfully expressed my feelings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. I understand the point of view of the other party.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDIATOR					
	5	4	3	2	1
1. The mediator did not show bias towards any involved party.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. S/he is perseverant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The mediator listened attentively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. S/he is sensitive to my feelings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. I was not forced by the mediator to agree to a settlement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONCLUSION *Continue ONLY IF mediation resulted to an agreement.					
	5	4	3	2	1
1. I am satisfied of the results of the Mediation process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. No one forced me to agree to a settlement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. I believe the other party will abide by the terms of our agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. I will abide by the terms my agreement with the other party.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. I believe I am in good terms with the other party.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. Would you recommend mediation to those who have cases?	Oo	Hindi
2. Do you agree to pay for Mediation services?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, how much will you pay? <input type="checkbox"/> P500 <input type="checkbox"/> P1000 <input type="checkbox"/> P2000+		
<input type="checkbox"/> If appropriate, percent of the payment agreed upon		
3. Will you agree to subscribe to the services of a private mediator?	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS & SUGGESSTIONS:**



REPUBLIC OF THE PHILIPPINES  
OFFICE OF THE PRESIDENT  
COOPERATIVE DEVELOPMENT AUTHORITY  
ALTERNATIVE DISPUTE RESOLUTION PROGRAM

**MEDIATION TRACKING FORM**

Reference No: \_\_\_\_\_ REQUESTING PARTY: \_\_\_\_\_ MEDIATOR: \_\_\_\_\_

**PARTY A**

Signature over Printed Name

Name of Primary/Federation/Union

Representative's Designation

**PARTY B**

Signature over Printed Name

Name of Primary/Federation/Union

Representative's Designation

**PARTY C**

Signature over Printed Name

Name of Primary/Federation/Union

Representative's Designation

**PARTY D**

Signature over Printed Name

Name of Primary/Federation/Union

Representative's Designation

APPEARANCES			
Date	Signature of Parties to the Dispute	Re-Set Date agreed upon	Reasons for Re-setting
1 <sup>st</sup>			
2 <sup>nd</sup>			
3 <sup>rd</sup>			
4 <sup>th</sup>			

**RESULT**

**SUCCESSFUL MEDIATION**

Parties reached an Agreement

**FAILED MEDIATION**

Due to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RETURNED WITHOUT ACTION**

Party/ies declined Mediation

Party/ies did not appear

Others: \_\_\_\_\_



## N O T I C E FOR MEDIATION

Reference No.	
DATE:	Mediation Conference <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>
TO:	
RE: INVITATION TO MEDIATE	
<p>Greetings!</p> <p>You are hereby notified that a request for Mediation/Conciliation is set for conference on _____, _____ AM/PM at the _____.</p> <p>We highly appreciate it if you attend this conference in person. Otherwise, you may send a duly authorized representative.</p>	
	<p>By: _____</p> <p><b>Coordinator</b> <b>Conciliation-Mediation Unit</b></p>
Noted by:	
_____	

# **CODE OF ETHICAL STANDARDS OF PROFESSIONAL MEDIATION PRACTICE**

This Code shall be observed by all Mediators recognized by the Cooperative Development Authority (CDA).

## **DECLARATION OF COMMITMENT**

1. I shall abide by the Code and other requirements prescribed by the CDA.
2. I shall uphold the integrity and fairness of the Mediation process.
3. I shall observe proper conduct befitting a Professional Mediator.
4. I shall ensure that the parties involved in Mediation are fairly informed and are made to adequately understand matters on the mediation proceedings.
5. I shall conduct the mediation proceedings based on the principle of party self-determination.
6. I shall maintain complete impartiality at all times and act fairly towards the parties.
7. I shall keep in utmost confidence all confidential information disclosed during or in relation to the mediation proceedings.
8. I shall refrain from giving legal or technical advice and engaging in counselling or advocacy.
9. I shall accept cases only when I can satisfy the parties' reasonable expectation concerning the schedule and duration of the mediation.
10. I shall maintain and continually upgrade my mediation skills in order to enhance my competence.
11. I shall promote the practice of mediation in a manner respectful of this Code.
12. I shall abide by rules and policies on fees and compensation implemented by the cooperative in which roster I belong.

## **STANDARDS OF PRACTICE**

### **A. Good Conduct**

1. Avoidance of activities in violation of law or which result to public scandal
2. Avoidance of membership (or representation) in organizations contradicting CDA practices and ethics.

### **B. Self-Determination**

A mediator shall ensure that parties make free and informed choices as to the process and outcome of the Mediation. He/shall shall establish an environment where parties may exercise uncoerced and voluntary decisions on mediator selection, process design, participation in or withdrawal from the process, outcomes or any other stage of the Mediation proceedings.

### **C. Impartiality and Conflict of Interest**

1. The Mediator shall not act for any of the Parties individually in connection with the dispute while acting as the Mediator or at any time thereafter, without the written consent of all the other Parties.
2. Before accepting an appointment to act as mediator, he/she shall make an objective inquiry to determine whether there are known facts or matters that would likely affect his/her impartiality and which could be regarded as a possible conflict of interest situation such as but not limited to:
  - 2.1. Financial or personal interest in any of the parties
  - 2.2. Existing or past relationship with a party
3. He/she shall avoid conduct that gives the appearance of partiality which may include acting with prejudice or bias based on any party's background, values, beliefs or characteristics, or accepting a gift, favour or loan.
4. The Mediator shall also desist from establishing any personal or professional relationship with any of the parties subsequent to the Mediation for any matter that would compromise the integrity of the Mediation.

### **D. Confidentiality**

1. The Mediator shall keep in utmost confidence and not use for any collateral or ulterior purpose all confidential information (whether given orally, in writing or otherwise) obtained or disclosed during or in relation to the mediation proceedings without the consent of the parties.
2. A mediator who meets with any person in private session during mediation shall not convey to any other person, any information arising from that session without the consent of the disclosing party.
3. The mediator shall comply with the applicable provisions of the ADR Law and its implementing rules and guidelines on Confidentiality.

### **E. Separation of Mediation from Counselling and Legal Advice**

1. Except in evaluative mediation, or when the parties so request, the mediator shall:
  - 1.1. Refrain from giving legal or technical advice and engaging in counselling or advocacy; and
  - 1.2. Abstain from expressing his personal opinion on the rights and duties of the parties and the merits of any proposal made.
2. Where appropriate and where either or both parties are not represented by counsel, a mediator shall:
  - 2.1. Recommend that the parties seek outside professional advice to help them make informed decision and to understand the implications of any proposal;
  - 2.2. And to suggest that the parties seek independent legal and / or technical advice before a settlement agreement is signed.

### **F. Competence**

1. A mediator need not possess special qualifications in terms of background or profession unless such special qualifications are required in the mediation agreement or by the parties to the mediation. However, a Mediator



- 1.1. Should have completed the 40 hours of required classroom training
- 1.2. Should have gone through an internship of 40 hours with at least 3 cases mediated
- 1.3. Should have passed the written examination administered by the training provider recognized by the CDA
- 1.4. Should have passed the practical exam conducted by the training provider recognized by the CDA the CoRe
2. Upon the request of a party, a mediator who is requested to act as such shall disclose his qualifications to mediate a dispute.

#### **G. Promoting the Practice of Mediation**

1. A mediator should act in a manner that advances the practice of mediation. A mediator promotes this Standard by engaging in some or all of the following:
  - 1.1. Fostering diversity within the field of mediation.
  - 1.2. Striving to make mediation accessible to those who elect to use it
  - 1.3. Participating in research when given the opportunity
  - 1.4. Participating in outreach and education efforts to assist the public in developing an improved understanding of, and appreciation for mediation.
  - 1.5. Assisting newer mediators through training, mentoring and networking.
2. A mediator should demonstrate respect for differing points of view within the field, seek to learn from other mediators and work together with other mediators to improve the profession and better serve people in conflict.

#### **H. Fees and costs of mediation**

The Mediator shall strictly adhere to and observe the fee structure that shall be set and advised by the Coordinator of the Con-Med Committee/Unit to which the dispute was filed. He/she shall not request, solicit, receive, or accept any gift or any type of compensation other than the agreed fee and expenses set by the Coordinator for the mediation he/she is handling.

#### **I. Commitment and Availability**

Before accepting an appointment, the Mediator must be satisfied that he/she has time available to ensure that the Mediation can proceed in an expeditious manner.

#### **J. Decline or Withdrawal of Mediator**

A mediator may decline from acting as such, or withdraw from a mediation proceeding only under the following circumstances:

1. If any of the parties so requests the Mediator to withdraw;
2. Where the Mediator's impartiality is in question or where any of the parties alleges that the mediator is in material breach of this code;
3. Any of the parties requires the mediator to act in violation of any ethical standard provided in this code;
4. If the safety of the parties would be jeopardized;
5. In case of conflict of interest;

## **K. Suspension or Termination of the Process**

Mediation may be suspended or terminated in any of the following instances:

1. If any of the parties is in breach of the Mediation Agreement;
2. The parties' agreement would be illegal or would involve the commission of a crime;
3. Continuing the dispute resolution would give rise to an appearance of impropriety or is unlikely to result in a settlement;
4. Continuing with the process would cause significant harm to a non-participating person, or the public or;
5. Continuing discussions would not be in the best interest of the parties, their minor children, or the dispute resolution process.

Sources:

*CoRe Guidelines for CTM Mediators*  
*ACR Model Standards of Conduct for Mediators (Sept 2005)*

## **GUIDELINES FOR THE SELECTION OF TRAINEES FOR COOP MEDIATION UNDER THE COOPERATIVE DEVELOPMENT AUTHORITY**

### **A. PRELIMINARY**

These guidelines shall provide the basis for the selection and recruitment of Mediators to be trained and recognized by the Cooperative Development Authority (CDA) and its accredited service provider(s).

The guidelines may be reviewed at any time as the CDA may deem appropriate. No person may be exempted from the selection requirements or criteria stated in these guidelines.

### **B. ROLES AND RESPONSIBILITIES**

The candidate shall preferably be a member, officer or member of the coop staff who shall be designated to develop and implement the program which will promote the practice of Mediation in his/her cooperative.

The responsibilities of the Coop Mediator will include the following:

- 1) Complete all academic and non-academic preparation for Coop Mediation
  - Participation in the 5-day (40 hours) classroom training
  - Serve as an intern for 40-hours and handle at least 4 disputes
- 2) Plan and lead the full implementation of the ADR Program within the cooperative
- 3) Submit a ***Milestone Report*** after one (1) month from his/her completion of the academic and non-academic training in ADR-Mediation.
- 4) Upon completing the mandatory skills training, he or she may serve as a Mediator for disputes filed in the primary or union/federation in which he/or she belongs. As a Mediator, he/she shall be guided by the Code of Ethical Standards and Practice prescribed by the CDA.

### **C. BASIC QUALIFICATIONS**

- At least 30 years old with a mature disposition
- Member of a cooperative for at least three (3) years
- Literate
- Possesses the capacity and position to lead the program in his cooperative
- Has a desire and general interest to be a Mediator
- An effective team player

#### **D. IMPORTANT CHARACTERISTICS**

- A good listener
- Non-judgmental and tolerant
- Open-minded
- Able to remain calm and positive under pressure
- Patient and persevering
- Trustworthy
- Organized

#### **E. APPLICATION / NOMINATION REQUIREMENTS**

1. Accomplished Application Form
2. Application Essay
3. Bio-data / CV
4. Photocopy of Coop ID

#### **F. QUALIFICATIONS OF COOP ADR TRAINORS**

- Successfully completed the academic and non-academic preparations for ADR-Mediation prescribed by the CDA
- High School Graduate
- Experienced in training and facilitation
- High level of willingness and commitment to ADR training

Mar2005

# CDA VIDEO SCRIPT

(March 30, 2007)

VIDEO	AUDIO
<p>Graphics: Show chapters</p> <p>Graphics: - Pangunang usapan - Paglalahad na walang Patid - Palitan at Pulong na Sarilinan - Pagsulong ng Kasunduan - Pagkakasundo</p> <p style="text-align: center;"><b><u>CHAPTER 1</u></b></p> <p>Graphics: Mahigit isang milyon sa Hukuman. Mahigit isang milyon sa mga ahensya</p>	<p style="text-align: center;"><b><u>PASIMULA</u></b></p> <p><b>Pakay ng pag-aral na ito ang tumulong sa pagdadalubhasa ng bagong tagapamagitan sa mga kailangan nyang kahusayan.</b></p> <p><b>Nakabalangkas ito sa walong kabanata na maari nyong isa-ising tutukan o balik-balikan.</b></p> <p><b>Ipakikita dito ang mga bahagi ng prosesong pagpapamagitan:</b></p> <ul style="list-style-type: none"> <li>• <b>Pang-unang usapan</b></li> <li>• <b>Paglalahad na walang patid</b></li> <li>• <b>Palitan at Usapang Sarilinan</b></li> <li>• <b>Pagsulong ng Kasunduan, at</b></li> <li>• <b>Pagkakasundo</b></li> </ul> <p><b>Malugod po sana ninyong matutunan ang hinanda namin sa inyo.</b></p> <p style="text-align: center;"><b><u>ANG PAGPAPAMAGITAN AT TAGAPAMAGITAN</u></b></p> <p><b>Instructor: Kamusta po kayo! Ako po si Belle Abaya. Ipakikilala ko kayo sa isang mabisa at mapayapang paraan ng pagbabalik-looban – ang Pagpapamagitan!</b></p> <p><b>Kakaiba po ang pagpapamagitan ito. Nagpapalakas ng kapangyarihan sa mga kalahok - una, na kaya nilang tapusin ang alitan...at pangalawa, na kilalaning kailangan nila ang isa't isa para magtagumpay sila.</b></p> <p><b>Alam nyo na siguro na kuba na ang mga hukuman natin sa dami ng kaso. Pati na rin ang mga mga ahensiyang administratibo. Pero kaya nating malutas ang hidwaan -kung atin lamang pag-uusapan.</b></p> <p><b>Pero mahirap mag-usap pag may alitan, di po ba? Bigkas natin ang galit, sama ng loob, puot at pait.</b></p> <p><b>Kaya't nariyan ang Tagapamagitan – isang taong parehong pinagkakatiwalaan ng nag-aalitan...nag-sanay sa kakaibang paraan ng pag-uugnay.</b></p>

<p>Graphics</p> <ul style="list-style-type: none"> <li>• marunong makinig,</li> <li>• Dumama</li> <li>• di mapaghusga,</li> <li>• patas,</li> <li>• organisado, at</li> <li>• mahusay palabasin magandang kalooban.</li> </ul> <p>ang</p> <p>Focus over Jun' shoulder, filling up tracking form</p> <p>Jun welcomes them to their seats.</p> <p>Jun leads lawyers away from clients' hearing</p>	<p><b>Ano po ang mga katangian ng isang mahusay na tagapamagitan?</b></p> <ul style="list-style-type: none"> <li>• <b>Siya'y marunong makinig,</b></li> <li>• <b>Dumama</b></li> <li>• <b>Magparaya,</b></li> <li>• <b>Patas,</b></li> <li>• <b>Organisado, at</b></li> <li>• <b>Mahusay palabasin ang magandang kalooban ng bawa't isa.</b></li> </ul> <p><b>Kaya nyo 'tong matutunan.</b></p> <p><b>Sa pagsunod natin sa kwento ni Tagapamagitan Jun kasma nina Nico at Tessa ng Mapayapa Vendors Cooperative.</b></p> <p><b>Sa pagtanggap pa lamang ng kaso, inoorganisa na ni Jun ang kanyang papeles. (fills up tracking form)</b></p> <p><b>Pagdating ng mga partido, pinapanatag niya ang loob nila at kung may mga abogado...</b></p> <p>Jun: Attorney, salamat sa pagsama nyo. Malaki ang maitutulong nyo sa magandang katapusan sa alitan ng mga kliyente nyo? Yun ba ang pakay nyo?</p> <p>Lawyers: Ah, opo naman.</p> <p>Jun: Ang gusto ko pong marinig magsalita mamaya eh yung mga kliyente nyo. Maari po ba?</p> <p>Lawyer 1: E mahiyain po ang kliyente ko at natatakot baka magkamali.</p> <p>Jun: Lihim ang lahat ng pag-uusapan natin – Ayon sa bayas di maaring gamitin sa husgado. Mahalagang sila ang magsalita para maintindihan natin ang tunay na niloloob nila.</p> <p>Lawyer (nods): Ah OK.</p> <p>Lawyer 2: Yun lamang po namang legal ang idadagdag ko.</p> <p>Jun: Mas malawak pa sa legal ang gagamitin nating paraan – Yung...kanilang pagiging tao. Ang legal ay para sa husgado.</p>
--	--

<p style="text-align: center;"><b><u>CHAPTER 2</u></b></p> <p>Graphics: Opening Conversation (Pang-umpisang Usapan)</p> <ul style="list-style-type: none"> <li>• Proses</li> <li>• Role of the Mediator</li> <li>• Role of the Parties</li> <li>• Confidentiality</li> <li>• Impartiality</li> <li>• Rules of Medaiton Process</li> </ul> <p>Cut to mediation scene</p> <p>Nico nods.</p> <p>Tessa shakes her head.</p> <p>Nico, Tessa shake heads</p> <p>Tessa, Nico nod.</p> <p>Nico, Tessa nod.</p> <p>Nico, Tessa nod.</p>	<p>Maari bang tulungan nyo ko sa pagkakaroon nila ng kasiya-siyang kasunduan?</p> <p>Lawyer: E di sigue po.</p> <p style="text-align: center;"><b><u>OPENING STATEMENT (PANG-UNANG USAPAN)</u></b></p> <p><b>INSTRUCTOR: Mahalagang maagapan ni Jun ang proseso, kaya gagamit sya ng Pang-umpisang usapan. Ipapaliwanag nya:</b></p> <ul style="list-style-type: none"> <li>• <b>Ang Proseso</b></li> <li>• <b>Ang tungkulin niya</b></li> <li>• <b>Ang pagsisikapan ni Tessa at Nico</b></li> <li>• <b>Ang pagkalihim ng lahat ng pag-uusapan</b></li> <li>• <b>Ang pagiging patas</b></li> <li>• <b>At ang mga patakaran sa pag-uusap.</b></li> </ul> <p><b>Ito ang mga halige ng matagumpay na pagpapamagitan. Ito rin ang palatandaan ng isang propesyonal at pinagpipitagang tagapamagitan.</b></p> <p>Jun: Magandang umaga, Tessa, Nico. Salamat sa inyong tiwala at ako ang inyong napiling tagapamagitan. Kayo’y kapwa miyebro ng Mapayapa Vendors Cooperative?</p> <p>Nico: Opo</p> <p>Tessa: Hindi po.</p> <p>Jun: (perplexed) Ah, o sige...mamaya pag-uusapan natin yan.</p> <p>Jun : Nakagamit na ba kayo ng pagpapamagitan? (Pause)</p> <p>Jun: Proseso ito ng pagtutulungan para matapos ang inyong di-pagkakaintindihan sa kasiya-siyang kasunduan. Ito ba ang gusto nyo?</p> <p>Jun: Meron tayong mga gagampanan dito. Di ako hukom kaya ‘di ako gagawa ng desisyon. Papel ko ang mapahusay ang pag-uusap nyo. Kayo naman magsisikap humanap ng mabuting katapusan. Payag ba kayo?</p> <p>Jun: Magiging patas ako...walang papanigan sa inyo o ano mang posisyon ninyo. Ang mahalaga sa akin ay magkasundo kayo. Naintindihan nyo ba ‘to?</p>
--	---

<p>Nico, Tessa nod.</p>	<p>Jun: Lahat ng pag-uusapan natin ay lihim. Ayon sa ADR Act of 2004, di ako puedeng ipatawag maski ng hukom para ilahad ang mga narinig ko. Sa gayon sana mag-usap tayo ng tapat. Puede ba ito?</p>
<p>Nico, Tessa nod.</p>	<p>Jun: Aalamin ko kung ano ang mga kagustuhan nyo at saan nanggagaling ito. Kaya aasahan ko ang pagiging bukas. Kaya nyo ba ito?</p>
<p>Tessa, Nico nod</p>	<p>Tessa, Nico: Opo.</p> <p>Jun: Para maging maayos ang proseso natin, may mga kasunduan akong hihilingin sa inyo: Una: Makikinig tayo sa isa't isa. Walang sabatan. OK ba ito? (Wait for their nod or agreement)</p>
<p>Tessa, Nico nod</p>	<p>Jun: Pangalawa, talagang mahirap makinig sa isa't isa dahil sa mga damdamin. Kaya pag-ingatan sana natin ang mga salitang nakasasakit. Maasahan ko ba ito? (wait for agreement)</p>
<p>Tessa, Nico nod</p>	<p>Jun: Pangatlo, kung sa aking palagay kailangan ko kayong makausap ng sarilinan, palalabasin ko ang isa. Payag ba kayo? (wait for agreement)</p> <p>Jun: Meron ba kayong mga tanong?</p> <p>Nico: Kung magkaroon kami ng kasunduan at yung isa eh di tumupad, kaya niyo po bang pasunurin?</p> <p>Jun: Kung gusto ninyo, maaring i-deposito ang kasunduan ninyo sa Regional Trial Court, at kung di hindi tumupad ang isa, maaring hingin ang pagpapatupad sa husgado.</p> <p>Tessa: Bibigyan nyo po ba kami ng opinion kung ano ang tama naming gawin?</p>
<p>Close-up Agreement to Mediate that Jun makes Nico and Tessa sign</p>	<p>Jun: 'Di mahalaga ang opinion ko. Mas mahalaga na tulungan ko kayong isipin ang makabubuti sa inyo.</p> <p>Jun: Kung wala na kayong mga tanong, maari na ba tayong magumpisa? Maari bang lagdaan nyo itong Kasunduang Pagpapamagitan?</p> <p><b>Instructor: Maselan ang Pang-unang Usapan o Opening Conversation ng Tagapamagitan. Napabatid ni Jun ang mahalagang malaman nila tungkol sa proseso – pakay nito,</b></p>



<p><b>CHAPTER 3</b></p> <p>Graphics:</p> <ul style="list-style-type: none"> <li>• Problem</li> <li>• Demand</li> <li>• Interest</li> <li>• Options</li> <li>• Solution</li> </ul> <p>Tessa visibly angry, fuming, fidgets in her seat to control her temper</p> <p>Loud, impatient</p> <p>Appeased but still in fighting mood.</p>	<p>gagampanan niya at ng mga partido, at pagkalihim ng talakayan. Nakuha din niya ang kasunduan nila sa 3 patakaran sa maayos na usapan.</p> <p style="text-align: center;"><b>PAGLALAHAD NA WALANG PATID AT PDIOS</b></p> <p>Ngayon, palalahad na ni Jun ang ugat ng di pagkakaintindihan ni Tessa at Nico. Bibigyan nya ang bawa't isa ng pagkakataong gawin 'to na walang patid o abala. Mahalagang magkarinigan sila.</p> <p>Simula dito, i-pa-PDIOS na ni Jun ang proseso. (smiling) Ah, hindi po yung ipasasa-diyos na marahil iniisip nyo. Ang PDIOS po ay proseso na kikilalanin ang:</p> <ul style="list-style-type: none"> <li>• P - Problema</li> <li>• D - Demanda o kagustuhan</li> <li>• I - Interes o pinanggagalingan ng kagustuhan</li> <li>• O- Opsiyon o pag-iisip ng mga paraan para makuha ang pangangailangan nila</li> <li>• S- Solusyon o ang pinakamahusay na kasunduang kapwa katanggap-tanggap sa kanila</li> </ul> <p><b>PDIOS</b> Mula sa problema, di maaring tumalon agad sa solusyon. Maski may kahawig ang problema, iba din maaring kagustuhan at pangangailangan dahil magkakaiba ang tao. Pagsisikapang i-PADIOS 'to ni Jun. At kung magtatala sya, ang PDIOS lamang ng bawa't isa ang isusulat nya.</p> <p>Sa yugtong 'to, tutuklasin ni ang Jun ang P - problema – ang pinakamalapit na pinagsimulan ng alitan.</p> <p>Jun: Nico, maari mo bang ikwento ano ang nangyari?</p> <p>Nico: Presidente po ako ng Mapayapa Vendors Cooperative. Maayos po ang pagpapatakbo ko kaya naboto muli ako kamakailan. Itong si Tessa tumakbo laban sa kin nung huling eleksyon. Natalo! Di matanggap ang pagkatalo kaya kung anu-anong duda sa pamamalakad ko ang linabas niya. Di nila ko kinayang patalsikin, kaya nagtayo ng panibagong kooperatiba itong si Tessa at mga kampon nya.</p> <p>Tessa: Sinungaling ka. Sabihin mo ang mga panggigipit na ginawa mo.</p> <p>Jun: Tessa, bibigyan kita ng pagkakataon mayamaya na magpaliwanag, pero bayaan muna natin si Nico, puede ba?</p> <p>Tessa: Basta po magsabi lang siya ng totoo.</p>
--	---

<p>Tessa, angered, breaks into frown.</p>	<p>Jun: Salamat, Tessa. Sige, Nico ipagpatuloy mo.</p> <p>Nico: Ayon sa CDA, di naman maaring magtayo ng bagong kooperatiba sa parehong lugar kaya't hinain ko itong kaso. Kung umasta-asta ang mga ito, akala mo legal na sila...at nag hari-harian sa Mapayapa.</p> <p>Nico: Ang dumi ng lugar nila. Bilang tunay na presidente, binalaan ko sila na kung sino ang mahuhuling madumi ang pwesto, puputulan ng ilaw. Hayun...3 sa grupo nila naputulan. Ginagawa ko lang ang trabaho ko pero kung anu-anong tsismis at paninira ang kinakalat nila. Aba...hinainan ko sila ng kasong Oral Defamation. Managot sila.</p> <p>Jun: Naghabla ka rin ba sa korte para ipatigil ang kooperatiba nina Tessa?</p> <p>Nico's Lawyer: Opo, pero pinabalik po kami sa CDA dahil wala pa kaming Certificate of Non-resolution galing sa CDA?</p> <p>Jun: At pinapunta kayo sa Pagpapamagitan?</p> <p>Nico: Ganun na nga po daw and proseso.</p> <p>Jun: Meron ka pa bang idadagdag?</p> <p>Nico: Yun na muna po.</p> <p>Jun: O, Tessa, sa iyong pagkaalala, ano ang nangyari?</p>
<p>Nico is angry</p> <p>Nico is irritated.</p> <p>Nico's lawyer is agitated. Jun ignores him.</p>	<p>Tessa: Di na po namin matanggap ang mga pagkukunwari nitong si Nico. Mantakin nyo...sa financial statements ng kooperatiba, mahigit P30 libo ang unliquidated expenses niya bawa't katapusan ng taon, samatalang lugi ang kooperatiba ng mahigit P50 libo kada taong hinawakan nya. Ayaw na po namin ng gulo kasi hawak ni Nico ang mga mangmang naming miyembro. Kaya't nagtayo na kami ng sariling grupo – ang Matahimik Vendors Cooperative...di na nga po namin nakuha ang mga deposito namin.</p> <p>At para manggipit ...pinaputol ang ilaw ng 3 naming miyembro. Sa akala niya matatakot kami.</p> <p>Tessa's Lawyer: Nagfile po kami ng injunction sa korte.</p>

<p>Attorney nods and keeps quiet.</p> <p>Nico finds it hard to keep his cool but...</p> <p>Nico blurtingly fights back...</p> <p>Nico hesistatingly nods...</p> <p>Tessa is agitated and forceful.</p> <p>Nico, indignant. Nico stands up, challenging.</p> <p><b>CHAPTER 4</b></p>	<p>Tessa: At madaling naibalik ang ilaw. Talo si Nico kaya nagpuputok ang butsi nya.</p> <p>Nico: Talo? Hoy, huwag ka magpakasiguro.</p> <p>Nico's Lawyer: Injunction lang yan para sa 15 araw.</p> <p>Jun: Attorney, di ito ang panahon marinig ang legal nyong paraan. Hayaan nyo sila mag-usap. Ah Nico, sandali lang. patapusin muna natin si Tessa, maari ba?</p> <p>Nico: (keeping his temper) Sigue po.</p> <p>Tessa: Ngayon para manggipit muli, tinututulan nya ang kooperatiba namin sa CDA nang nalaman niyang nagre-register kami. Takot dahil marami na ang sumapi sa 'min. (mocking)</p> <p>Nico: Bakit, di po ba tama ako? Ayon sa CDA bawal magtayo ng kooperatiba na may parehong gawa sa loob ng 50 metro ng isa't isa? Di po ba, Mang Jun, tama ako?</p> <p>Jun: Teka, Nico, mahirap magkadinigan sa paulit-ulit na sabatan. Paalala ko lang ang kasunduan natin kanina. Maari bang makinig ka muna at mamaya pakikinggan naman kita?</p> <p>Tessa: 7 na lang silang miyembro – mga kasabwat ni Nicong Board members. Nasa 'min na pong lahat ang mahigit 50 miyembro. Kakalas na sa kanya. Hindi kami natatakot, Nico. Sa kahulihulihan, lalabas ang katotohanan.</p> <p>Nico: E di sige...patay kung patay. Maglaban tayo.</p> <p>Jun: Teka. Teka.</p> <p><b>Instructor: Naguguluhan na si Jun. Ano ba ang problema? Tungkol lang sa pagtatayo ng bagong kooperatiba ang akala nya. May iba pa palang kaso ...laban ba 'to tungkol sa pera o kapangyarihan? Pamumuno o pagkakaibigan?</b></p> <p><b>THE PROBLEM (ANG PROBLEMA)</b></p> <p><b>Bubusisiin ni Jun ang problema – ano ang nangyari kaya't sila'y naroon ngayon. Kakailanganin ni Jun ang mahusay na pakikinig at pagtatanong. Pupulsuhan nya ang kanilang</b></p>
---	--

Nico, Tessa nod.	<p><b>damdamin. At sa lahat ng oras, sisikapin nya maging patas.</b></p> <p>Jun: Nico, Tessa. Nakadulog dito eh ang pagtutol ng Mapayapa Vendors Cooperative sa pagtatayo ng Matahimik Vendors Cooperative. Tama ba?</p>
Nico, Tessa nod.	<p>Nico, Tessa: Opo.</p> <p>Jun: Pero meron pa kayong mga kasong nasa husgado – ang injunction na “fi-nile” nina Tessa laban sa ‘yo, Nico... at ang Oral Defamation na hinain naman ni Nico laban kay Tessa. Ganyan nga ba?</p>
Unrelenting and determined...	<p>Nico, Tessa: Opo.</p> <p>Jun: Maari bang isama na natin sa usapan pati ang mga kaso nyo sa korte? Magkakaugnay naman ito.</p> <p>Nico’s lawyer: Bakit naman po ganyan? Tungkol lang naman ‘to sa pagtutol namin sa pagre-register nila sa CDA. Masyado nang paninira ang ginawa nila sa kliyente ko.</p> <p>Tessa’s lawyer: Aba, eh di mas lalo na ang kliyente ko...libo ang nawalang kita!</p>
Tessa - Sarcastic..	<p>Jun: Mukhang nagkakasundo kayo, Attorney. Pero ang dapat kong marinig ay si Nico at Tessa. (Turning to Tessa and Nico) O ano, payag ba kayo?</p>
CHAPTER 5 Graphics: Palitan at Usapang Sarilinan	<p>Nico: Puede po.</p> <p>Tessa: E di tignan po natin. Payag na payag po yang ni Nico dahil alam niyang talo sya sa korte.</p> <p>Nico: Ang lakas ng loob mo ha. Sigue...korte na lang tayo magkita.</p> <p><b>Instructor: Nahugot na ni Jun ang problema – salaungatan tungkol sa pagtatayo ng bagong kooperatiba ni Tessa...pero lumubha sa hablahan sa korte. Dahil magkakaugnay ito, sinubukan ni Jun na isama pati mga kaso sa usapang ito.</b></p> <p style="text-align: center;"><b>EXCHANGE &amp; PRIVATE CAUCUS (PALITAN AT SARILINANG USAPAN)</b></p>
Scene frozen as	<p><b>Instructor: Hirap si Tessa at Nico sa tuwirang palitan.</b></p>

<p>instructors steps in...</p> <p>Cut to mediation scene</p>	<p><b>Malalim kasi ang damdamin nating mga Pilipino pag dating sa alitan. Lumalala ang hidwaan sa harap-harapang labanan. Nararapat lang na tumawag na ng Usapang Sarilinan si Jun. Ditom lalo nyang maiintindihan ang problema, pati ang tunay nilang kagustuhan o demanda, gayon din ang mga interes o malalim na pinanggagalinan ng kagustuhan nila.</b></p>
<p>Tessa leaves.</p>	<p>Jun: Ah...gusto ko sana kayong makausap ng isa-isa para lubos ko kayong maintindihan. Tessa...maari bang lumabas ka muna kasama ng abogado mo?</p> <p>Jun: Nico, gusto mong ipatigil ang kooperatiba nina Tessa. ..Meron ka pa bang gusto?</p> <p>Nico: Dapat magbayad-pinsala sila – P400,000 ang hiningi ko sa husgado.</p> <p>Jun: Ano ang kahulugan ng bayad-pinsala sa ‘yo?</p> <p>Nico: Masyado nilang dinungisan ang pangalan ko. Pati pamilya ko dinamay nila. Yang Tessa na yan – siya pa naman ang ninang ni Choy, ang bunso ko.</p>
<p>Nico nods...</p>	<p>Jun: Ah...malalim ang sama ng loob mo dahil may pinagsamahan pala kayo ng kumare nyong si Tessa. Dangkal mo ang nakataya. Ganun ba?</p> <p>Nico: Tama po... gusto kong maramdaman niya ang sakit na dinanas ko.</p> <p>Jun: Meron bang ibang magagawa si Tessa para ipakitang tinatanaw niya ang hirap mo?</p> <p>Nico: E di, humingi siya ng tawad sa ‘kin at sa lahat ng miyembro ng kooperatiba?</p> <p>Jun: Ano ba ang magagawa ng paghingi nya ng tawad sa lahat?</p> <p>Nico: Para makitang nagsisisi siya at di siya tularan ng iba. Itigil din nya yang illegal na pagtatayo ng kooperatiba nila. Wala yang tatayuang batas sa CDA.</p> <p>Jun: Hmmm.mahalaga pala sa ‘yo ang pabuya at paghingi ng tawad ni Tessa. (pause) ...</p>

<p>Nico defensive and dismissive.</p>	<p>Jun: Ah... Nico, maiba ako. Kanina nabanggit ni Tessa na may mga tanong sila tungkol sa paghawak ng pondo ng kooperatiba. Anong alam mo dito?</p> <p>Nico: Gawa-gawa lang nila yan dahil natalo sila sa eleksyon.</p> <p>Jun: Nadinig ko kanina na may kaugnayan ito sa “unliquidated expenses” at ang pagkalugi ng kooperatiba kada taon. Ano ba ang masasabi mo dito?</p> <p>Nico: Nagalit po ako sa kawalaan nila ng tiwala. Kaya’t dinedma ko sila. Sa CDA na lang po ako magpapaliwanag Maayos naman po ang accounting namin.</p> <p>Jun: Pero, Nico, ang kawalaan ng impormasyon ang karaniwang ugat ng di-pagkakaintindihan.</p> <p>Nico: Nung unang 2 taon ko, nangyaring may hawak akong pera sa dulo ng taon. Nung unang taon, nagpapagawa kami ng maliit na opisina. Nung pangalawang taon, yung water pump naman. Mahina kasi ang tubig. Mahalaga yan para malinis ang kapaligiran.</p>
<p>Nico nods.</p>	<p>Jun: So nagkataon lamang na kayo ang may hawak ng pera sa katapusan ng taon kung kelan ginagawa ang financial statements nyo? Kaya natala ito na “unliquidated” pa?</p> <p>Nico: Opo. May mga resibo naman at na “liquidate na.” Malinis ang mga records.</p> <p>Jun: E yung pagkalugi?</p> <p>Nico: Ang mga proyekto sa tubig at opisina...kailangan na po dahil umuunlad kami. Sa totoo lang, sa-id kami sa pondo..ako na nga ang nagpapaluwal ng sarili kong pera para lang matupad ang mga proyekto. Sa kadulu-duluhan, makikita rin nila ang ginhawa sa nagawa ko.</p> <p>Jun: Maari bang pakita mo ang mga records nyo kay Tessa?</p> <p>Nico: Sa inyo po at sa CDA, puede kong pakita. Kay Tessa? Anong alam niyan sa accounting? Wala namang tinapos yan.</p> <p>Jun: Ganun pa man, kung ito ang ikakaliwanag ng ating usapan, payag ka ba?</p>

<p>Cut to Jun and Tessa</p>	<p>Nico: E di sigue po. Pero mangako muna siya na lalansagin nya ang peke nilang kooperatiba. Magbayad siya ng P400,000 na danyos at humingi ng tawad sa lahat ng miyembro.</p> <p>Jun: Kakausapin ko si Tessa tungkol sa mga hinaing mo.</p> <p>Jun: Tessa, inaanak mo pala si Choy, ang bunso ni Nico.</p> <p>Tessa: Kawawang bata. Kaguapo pa naman. Nagkaron ng mandaraya at sinungaling na ama.</p> <p>Jun: Mukhang malalim ang sugatan nyo ng kumpare mo ah.</p> <p>Tessa: Ayaw ko naman po ito. Pero naging mayabang siya. Dahil presidente siya, ayaw managot sa amin.</p> <p>Jun: May nangyari ba bago lumubha ang alitan nyo?</p> <p>Tessa: Tumakbo nga po ako laban sa kanya sa halalan. Natalo daw po ako...pero may dayaan...kasi 5 boto lang ang pagitan namin. Siempre naman po, noh...di naman tayo tatanggap agad na talo tayo...dapat merong panindigan muna. E nagkaasiman kami ng salita...at...ayon, lumala na.</p> <p>Jun: So anong ginawa nyo?</p> <p>Tessa: E simple lang po...pinagre-resign namin siya. Dahil totoo naman pong may katiwalian sa gamit ng pondo.</p> <p>Jun: Yun ba ay paratang lang or napatunayan nyo na?</p> <p>Tessa: Eh ayaw nya po kaming sagutin. Paulit-ulit kaming humingi ng paliwanag, pero nagbingi-bingihan. Walang mapakita...so malamang guilty, di po ba? Sa kawalaan namin ng tiwala, nagtayo na lang kami bagong kooperatiba.</p> <p>Jun: Ayon kay Nico, ang unliquidated expenses daw ay dahil nagkataong katapusan ng taon nang hawak niya ang pera sa mga pagpapagawa ng opisina at pagpapatubig. Kaya ito ang nakikita nyo sa financial statements. Resibado naman daw ang lahat ng gastos at payag siyang ipakita 'to sa inyo.</p> <p>Tessa: Ah e di mabuti palang nagtagpo kami dito. Gusto lang po naman naming malaman ang katotohanan. Kaya lang po, mahirap naman pagtiwalaan ang mga records nya dahil hawak niya ang tesorero. Kadaling mag-magic ng numero.</p>
-----------------------------	--

<p style="text-align: center;"><b>CHAPTER 6</b></p> <p>Scene frozen as Instructor moves in.</p>	<p>Jun: Kung makita nyong wala naman palang katiwalian, kailangan pa bang ituloy ang pagtatayo ng bagong kooperatiba?</p> <p>Tessa: Malayo na po ang narating namin sa usaping yan. Marami na pong miyembro ang sumali sa ‘min. Wala na ngang pumupunta sa mga miting ni Nico.</p> <p>Jun: Dahil maraming nawalan ng tiwala?</p> <p>Tessa: Siempre naman po. Anong gugustuhin nyo sa presidenteng ayaw magpaliwanag samantalang luigi ang kooperatiba?</p> <p>Jun: Kung maliwanagan sila na walang katiwalian, anong maari nyong gawin para malutas ang hidwaan sa Mapayapa Vendors Cooperative?</p> <p>Tessa: Sa ngayon po, kami ang pinagtitiwalaan ng mga miyembro. Mahirap na pong bumalik sa Mapayapa dahil wala kaming kasiguruhan na maayos ang pagpapatakbo ni Nico.</p> <p>Jun: So ang hinahanap mo ay mapangalagaan ang tiwala ng mga miyembro?</p> <p>Tessa: Tama po.</p> <p>Jun: Paano kung makahahanap tayo ng paraang magkaron kayo ng tinig sa Mapayapa, may halaga ba ito?</p> <p>Tessa: Ang ibig nyong sabihin...kung papayag si Nico na isali kami sa pagpapatakbo ng kooperatiba? (Laughs sarcastically) Malabo po yang mangyari. Pero kung sa hulog ng langit gawin nya ito, basta dapat huli na niyang termino. Bigyan naman nya kami ng pagkakataon.</p> <p><b>Instructor: Ang daming nalaman ni Jun sa paghihiwalay nya kay Tessa at Nico. Lubos nyang naintindihan ang nais nilang mangyari at bakit. Dahil malaya silang nakakapagsalita. Walang panganib na makasakit. Ito ang isa sa pinakamahalagang kasangkapan ng magaling na tagapamagitan.</b></p> <p style="text-align: center;"><b>DEMAND AND INTEREST (DEMANDA AT INTERES)</b></p>
---	---



<p>Cut to Jun in mediation scene with Tessa. Tessa nods sheepishly and embarrassed.</p> <p>Tessa (as if whispering)</p>	<p><b>Instructor: Sa nakaraang yugto, nakita ni Jun na ang kagustuhan ni Nico ay pagtigil nina Tessa sa pagtatayo ng bagong kooperatiba at paghingi nya ng tawad sa lahat. Ang interes niya o pinanggagalingan nito ay dangal niya. Pero pangangalaga din ng dangal ang ugat ng di niya pagsagot sa mga paratang nina Tessa.</b></p> <p><b>Kay Tessa naman, gusto nyang maitayo ang kanilang kooperatiba. Galing ito sa pangangailangan kilalanin at pahalagahan sila ni Nico. Kaya't ang pagkilala sa tinig nila ay isang daan para magkabalikan sila.</b></p> <p><b>Mahalagang mapaintindi ni Jun ang mga interes nila sa isa't isa.</b></p> <p>Jun: Sigue imumungkahi ko kay Nico na payag kayong bumalik sa Mapayapa kung bibigyan kayo ng tinig sa pagpapatakbo ng kooperatiba...at...kung di na siya muling mag-pe-presidente.</p> <p>Jun: Pero alam mo, Tessa, ang naging mabigat kay Nico e yung sugat sa karangalan niya.</p> <p>Tessa: Kung totoo po yan, e bakit siya nanggipit? Dapat magbayad siya ng P50,000 para sa pinsala sa pagkawala ng kita ng 3 miyembro namin na pinutulan niya ng ilaw.</p> <p>Jun: Ito ba ang hiningi nyo sa husgado laban kay Nico?</p> <p>Tessa: Opo. At ayon sa aming mga kaibigan sa loob... pagbabayaran siya ng judge ng P50th. Lalabas na daw po ang desisyon. Napakita kasi namin ang kitang nawala sa ng mga miyembro namin. Mukhang natunugan ni Nico kaya ganyan na lang ang panggigipit niya. Hinabla kami ng Oral Defamation at ngayon hahadlangan pa ang pag-re-register namin sa CDA.</p> <p>Jun: Ano ba ang hinihingi ni Nico sa inyo sa kasong Oral Defamation nya?</p> <p>Tessa: P400,000 po.</p> <p>Jun: Anong tingin mo dito?</p> <p>Tessa: Nababaliw po siya.</p> <p>Jun: Paano sa palagay mo malulutas itong alitan ninyo?</p>
---	--

<p style="text-align: center;"><b>CHAPTER 7</b></p> <p>Scene frozen as Instructor enters.</p> <p>Cut to Nico and Jun</p> <p>Nico smiles wryly but a bit encouraged.</p>	<p>Tessa: (Sighing) Heto po...iurong niya ang kasong Oral Defamation niya laban sa 'min at iurong din namin ang fi-nile naming bayad pinsala laban sa kanya.</p> <p>Jun: So kung magkakaaurungan kayo ng kaso, tapos na ba ang mga alitan nyo?</p> <p>Tessa: Sa 'kin po, okay na. Pero kakausapin ko po muna ang mga kasama ko.</p> <p style="text-align: center;"><b>BUILDING THE AGREEMENT (PAGSULONG NG KASUNDUAN) THRU OPTIONS (OPSIYON)</b></p> <p><b>Instructor: Madaling nagmungkahi si Tessa. Marahil napalambot na ni Jun ang damdamin nya...marahil nakita ni Tessa na may pagkakataon na syang magkatinig sa kooperatiba. At marahil ...may takot si Tessa sa laki ng danyos na hinihingi ni Nico kung di nila mapapatunayan ang mga paratang nila at kung mapakita ni Nico ang paninira nila. Pagsisikapan ni Jun na isulong pa ang usapan nila. Pansinin nyo ang paminsan-minsang pagbubuod ni Jun ng sinasabi nila. Ganun din ang paglilipat nya sa isa't isa ng mga mungkahi, pero na tanggal na ang maasim na salita.</b></p> <p>Jun: Umuusad ang ating usapan, Nico. Matanong kita...ano ang naging karanasan mo bilang pangulo ng kooperatiba?</p> <p>Nico: Mabuti natanong mo. Mahirap. Nagagalit na nga ang misis ko. Puro daw pasakit at gastos...gulo at tsismis. Nangako nga ako sa kanila na tatapusin ko na lang ang termino ko...at para matahimik na kami.</p> <p>Jun: Nararamdaman kong pagod ka na...</p> <p>Nico: Hay, talaga...alam nyo naman malaking abala. Wala akong maasahan dahil maliit lang ang kooperatiba. Ako na halos ang gumagampan sa lahat. Lalo na ngayon, pagkaraan ng tatlong buwan, mag-iibang bansa na si Alex, ang tesorero namin...malaking sakit ng ulo talaga! Walang may gustong mag-tesorero. Pinag-uumpisahan lang daw ng gulo ang pera.</p> <p>Jun: Ah ganun ba? Si Tessa...naisip mo na bang makakatulong dito kung babalik sya sa kooperatiba?</p>
---	---

	<p>Nico: Alam ko namang yan ang gusto niya...kaya lang marami syang naisumbat na masasakit.</p> <p>Jun: Kung iurong nila ang kaso nilang bayad-pinsala laban sa 'yo, magbabago ba ang loob mo sa kanya?</p> <p>Nico (surprised &amp; suddenly conciliatory): Ha? Aba e, oo naman.</p> <p>Jun: Tama ba ang pagtingin ko na ang katapat nito eh yung pag-urong din nyo ng oral defamation laban sa kanila?</p> <p>Nico: (hesitates) Sigue, payag ako basta humingi siya ng tawad sa lahat ng miyembro na sinaktan nila dahil sa paninira nya.</p> <p>Jun: Paano nya 'to gagawin?</p> <p>Nico: Tatawag ako ng general assembly...at doon humingi siya ng tawad...o di kaya'y magpaskel siya ng sulat para mabasa ng lahat.</p> <p>Jun: Sa pag-uurong nyo ng kaso, kapwa nyo malalampasan ang kahihyan na inabot nyo. Ano naman kayang buti ang idudulot ng paghingi ng tawad ni Tessa sa harap ng lahat?</p> <p>Nico: Magsisilbi itong aral sa iba na di sila dapat tularan.</p> <p>Jun: Pero kayo ang pangulo...bilang kinatawan ng lahat ng miyembro, sapat na kaya na kayo na rin ang tumanggap ng paghingi niya ng tawad sa lahat...at nang di na siya mapahiya?</p> <p>Nico: Pero walang aral na mapaparating yan. Siguro kung itigil nya ang kooperatiba nya at mag-understudy sya kay Alex sa trabaho – baka makita na nagpapakumbaba sya.</p> <p>Jun: E kung imumungkahi ko ito kay Tessa. ..na payag kayong makipag-urungan ng kaso at magbigay sa kanya ng tinig bilang tesorera kung babalik sya sa kooperatiba. .. ?</p> <p>Nico: Basta magsanay muna sya ngayong susunod na 3 buwan, at pag-alis ni Alex, tumakbo siya bilang tesorera. Susuportahan ko pa sya...Pero ipangako nyang magiging matulungin at masunurin sa pangangailangan ng lahat. Kaya...gusto kong humingi sya ng tawad.</p> <p>Jun: Pero sa inyo na lang para di siya mapahiya ng husto?</p>
--	---

<p>(Cut to Tessa and Jun)</p> <p>Tessa (careful but reassured)</p>	<p>Nico: (hesitatingly...scratches his head) E sigue, nang matahimik na kami.</p> <p>Jun: Nico, kung humingi ng paumanhim ni Tessa, puede mo bang tanggapin nang buong-buo, at walang pasubalit?</p> <p>Nico: (confused and fearful): Ah..e..di sigue po.</p> <p>Jun: Maari ko rin bang sabihin kay Tessa na wala ka nang balak tumakbo sa susunod na halalan?</p> <p>Nico: Oo... para malaman niyang di ako kapit tuko gaya ng hinala nila.</p> <p>Jun: Tessa, nakakatutuwang may liwanag na ang usapan nyo.</p> <p>Jun: Natuwa si Nico na magkakaurungan kayo ng kaso.</p> <p>Tessa: Mabuti po naman.</p> <p>Jun: May mungkahi si Nico...alam mo bang mag-iibang bansa na ang tesorero nyo sa kooperatiba?</p> <p>Tessa: Si Alex? Sya nga po ba? Kung sa bagay matagal na nyang balak yan.</p> <p>Jun: Oo...kaya iniisip ni Nico na sa pagbabalik loob mo sa kooperatiba, ikaw na kaya ang kumatawan dito...mag-understudy ka sa loob ng 3 buwan para makatakbo ka bilang tesorera pag alis ni Alex.</p> <p>Tessa: (surprised and pleased) Hah? Ah eh...(trying to overcome excitement) Maganda naman...masisiguro namin ang tiwala ng mga miyembro sa paghawak ng pera nila.</p> <p>Jun: O, anong masasabi mo tungkol sa paghinala nyo kay Nico ngayong pumayag siyang ibigay sa 'yo ang pinakamaselang posisyon sa kooperatiba?</p> <p>Tessa: (ashamed) Siguro po nagkamali ako sa pagturing ko sa kanya.</p> <p>Jun: Ano kaya kung ipaalam mo sa kaya ang damdamin mo?</p> <p>Tessa: Nakakahiya po...baka pagsalitaan pa ko ng masama.</p>
--	---



<p>Scene frozen as Instructor walks in. Graphics:</p> <ul style="list-style-type: none"> <li>• Patas</li> <li>• Kilos lamang</li> <li>• Walang paninisi</li> <li>• Walang salitang legal</li> <li>• Wakas</li> <li>• walang pasubali</li> <li>• Tiyak sa oras, petsa, pook at mga detalye</li> </ul> <p>CU to Nico and Tessa signing agreement.</p>	<p>Jun: Siguro maari na nating isulat at pirmahan ang kasunduan.</p> <p><b>Instructor: Ang kasunduang matibay ay:</b></p> <ul style="list-style-type: none"> <li>• <b>Patas sa lahat</b></li> <li>• <b>Nagsasaad lang ng kilos; walang paninisi o mga salitang legal</b></li> <li>• <b>Wakas at walang pasubali</b></li> <li>• <b>Tiyak sa petsa, oras, halaga at lugar.</b></li> </ul> <p><b>Palagdaan at bigyan lahat ng kopya.</b></p> <p><b>Tandaan – may 5 baytang ang proseso ng Pagpapamagitan.</b>  <b>Pang-unang usapan</b>  <b>Paglalahad ng kwento</b>  <b>Palitan at Usapang Sarilinan</b>  <b>Pagsulong ng Kasunduan</b>  <b>Pagkakasundo</b></p> <p><b>Ginamit ni Jun ang PDIOS bilang balangkas sa pagpapausad ng usapan...</b>  <b>P- problema</b>  <b>D- demanda o kagustuhan</b>  <b>I – interes o pangangailangan</b>  <b>O – opsiyon o iba’t ibang paraan marating ang pangangailangan</b>  <b>S- solusyon o pinakamahusay tumugon sa interes</b></p> <p><b>Sa wakas katahimikan sa Kooperatiba at mabuting pagsasama nina Nico at Tessa!</b></p> <p><b>Isang halimbawa po lamang ng bisa ng pagpapamagitan.</b></p> <p><b>Ako po ang inyong tagapamagitan...si Belle Abaya.</b></p>
---	--



**The Conflict Resolution Group Foundation, Inc.**  
Unit 303, 3<sup>rd</sup> Flr, Prestige Tower Condominium, Emerald Ave., Ortigas  
Business Center, Pasig City 1605  
Tel. (632) 632-9356 TeleFax (632) 635-9982

## **TRAINING COURSE OUTLINE FOR THE COOPERATIVE SECTOR**

### *The Dynamics of Conflict*

- Definition
- Basic Conflict Issues
- Ways to respond to conflict
- Conflict responses and outcome
- Thomas Kilman Management Style Instrument
- Conflict Resolution spectrum

Includes lectures, exercises aimed at working from within to enable the individual to recognize the sources of conflicts, their responses to them and the distinction of mediation from other forms of ADR (Alternative Dispute Resolution).

### *Negotiation Skills*

- Distributive Bargaining
- Integrative Negotiations
- Integrative Negotiation Analysis Framework
- What can and cannot be negotiated
- Reality Testing

Includes lectures and group exercises, which allow participants to use the skills of negotiation as foundation for understanding the dynamics of conflict. Here, various maneuvers are discussed, analyzed and practiced. The two types of negotiations are distinguished and compared.

### *Non-Violent Communication*

- The Language of the Heart
- The components of NVC
- Receiving emphatically
- Components that disrupt Communication

A lecture on the application of NVC, which when used in daily life, can create a change not only from the giver but the receiver as well. Exercises are provided to enable participants to relate and put to best practice the core skills learned.

### *Mediation*

- Definition
- The appropriateness of mediation
- The Mediation Process - 6 stages
- Basic Skills of a Mediator (8 skills including)
  - Listening ( Levels 1-3 )
  - Questioning ( Types of Questions )
  - Reframing
  - Summarizing
- Special Challenges of a Mediator
- Multi-party mediation

Lectures are followed by application through group activities and exercises. Each participant is given the chance to play the role of mediator. Readings and take home assignments are given in advance to allow ample preparation time, and to encourage reflection on roles and application to the mediation process. Videos on how and how not to mediate are shown to enable observation on the do's and don'ts in the mediation process through its various stages. All cases are based on true to life situations, highly applicable in the workplace, inter-personal relationships and the day-to-day activities and conflicts.

The over-all design of the program is aimed at equipping participants with conflict resolution skills. Discussions encourage participation and sharing of experiences in a safe place, where confidentiality and mutual respect are asked as commitments. Exercises are designed for mental and physical activity.

The program is an adventure in self-discovery and human understanding. It recognizes the reality that we cannot avoid conflict, but we can manage it, if we accept human diversity!



**FINAL REPORT**  
**CDA MEDIATION TRAINING PROGRAM**  
**May to June 2007**

**Table of Contents**

<b>1. Profile of Trainees</b>	<b>2-4</b>
<b>2. Quantitative Training Results</b>	
<b>2.1. Academic Program</b>	<b>5-7</b>
<b>2.2. Internship Program</b>	
<b>a. Batch 1 – NCR / Luzon</b>	<b>7-9</b>
<b>b. Batch 2 – Visayas / Mindanao</b>	<b>9-10</b>
<b>c. Batch 3 – CDA representatives</b>	<b>10-11</b>
<b>2.3. Training of Trainers</b>	<b>11</b>
<b>3. Qualitative Training Results</b>	<b>12-16</b>
<b>4. Recommendations</b>	
<b>a. Graduates for Recognition as Coop Mediator</b>	<b>17-20</b>
<b>b. Graduates for Recognition as Coop ADR Trainer</b>	<b>21-22</b>

## ALTERNATIVE DISPUTE RESOLUTION (ADR) TRAINING FOR THE COOPERATIVE SECTOR

### BACKGROUND ON THE TRAINING PROGRAMS

Three *Basic Mediation Training* batches have been designed for the Cooperative Development Authority (CDA). The first two training batches covered participants coming from the Cooperative Sector while the last batch consisted of representatives of the CDA.

At the end of the three Basic Mediation Training programs, a special 2-day *Training of Trainers* program was designed to develop future Coop Sector ADR Trainers. 60 scholars from the 3 batches were given advanced courses that equipped them with skills necessary to propagate trained ADR practitioners across coop sectors nationwide.

### 1. PROFILE OF TRAINEES

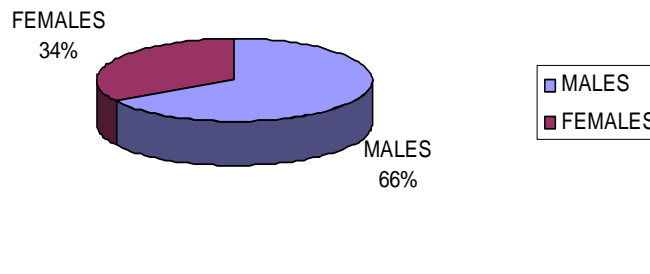
The first batch of Basic Mediation Training was held at the NATCCO Office in Cubao, Quezon City followed by training for Visayas-Mindanao participants held at Crown Regency Residences, Guadalupe, Cebu City. The third batch was held at the PHINMA Training Center, Tagaytay City. A total of 123 individuals completed the program which consisted of a 5-day classroom training and another 5 days of internship activities. Table 1 shows the number of participants per batch:

**Table 1: Trainees per Batch**

<b>BATCH #</b>	<b>DATE</b>	<b># OF TRAINEES</b>
1 - NCR	May 15 to 26	23
2 - CEBU	May 28 to June 9	62
3 - CDA	June 12 to 22	37
	<b>TOTAL</b>	<b>122</b>

An account of the participants registered 41 females (34%) and 81 males (66%). Meanwhile the mean age of the group is at 48 years majority of the batch (32%) are classified within the 48-56 bracket. This is a youngest participants are age 31 while the most senior is at age 71.

Figure 1. Profile by Gender



All regions were represented during the 3 Basic Mediation Programs. Aggregates show that majority of the trainees hailed from Luzon at 40% (40). While Region IX sent the most number of participants at 13% (16) followed by Regions VIII (11%) and XI (10%). Insufficient data had failed to place at least 14% of the participants. See figure below.

Table 1. Participants' profile, PER REGION for Batch 1 to 3

Region	COOP	CDA	TOTAL	%
I	3	2	5	4%
II	5	2	7	6%
III	3	2	5	4%
IV	4	2	6	5%
V	2	1	3	2%
NCR	5	4	9	7%
CAR	3	2	5	4%
VI		1	1	1%
VII	7	1	8	7%
VIII	9	2	11	9%
IX	14	2	16	13%
X	7	1	8	7%
XI	8	2	10	8%
XII	5	1	6	5%
CARAGA	1	2	3	2%
ARMM	2	0	2	2%
insufficient data	7	10	17	14%
<b>TOTAL</b>	<b>85</b>	<b>37</b>	<b>122</b>	<b>100%</b>

Data also show that all representatives have completed at least the tertiary level of formal education. 45% (56) have, in fact, accomplished post-graduate studies.

**Table 2. Profile by Highest Educational Attainment**

<b>Elementary</b>	<b>High school</b>	<b>College</b>	<b>Post-graduate</b>	<b>Vocational</b>	<b>TOTAL</b>
0	1	67	56	0	122
0%	0%	55%	45%	0%	100%

Data also show that majority of the trainees are either officers of the coop (34%) – Chairpersons, mostly – or members of the Senior Management Staff (24%) - General Managers. 26% of participants left out indicating their position in the cooperative leading to 30 data undetermined.

**Table 3. Profile by COOP POSITION**

<b>Member</b>	<b>Junior Mgr</b>	<b>Senior Mgr</b>	<b>Officer</b>	<b>Undetermined</b>	<b>TOTAL</b>
5	14	30	41	32	122
4%	12%	24%	34%	26%	100%

## 2. QUANTITATIVE TRAINING RESULTS

### 2.1 *Academic (Classroom Training on Basic Mediation)*

Coop Sector trainees underwent 5 days or 40 hours of classroom training which essentially covered modules on the Self, Conflict, Conflict Resolution Styles, Non-Adversarial Communication (NAC) and Basic Professional Mediation Practice. For the CDA batch, these modules were condensed into a 4-day program to give way to a discussion of the ADR system during the 5<sup>th</sup> day.

The primary trainer-facilitators were Prof. Annabelle Abaya and Mr. Tristan Besa, seasoned facilitators and experts in the field of Conflict Resolution-Mediation. Secondary facilitators were Ms. Patricia Castillo and Mr. Ricardo Santos, both of whom are trained Professional Mediators of the CoRe Group and career trainer-facilitators.

A seminar evaluation was filled out by all trainees at the end of the 5-day classroom session to determine their satisfaction in the content and execution of the first part of the program. The training evaluation applied a 1-5 Likert Scale with 5 as the highest. Based on the tabulation of results, the training could be rated as *very successful* as the participants gave high satisfaction ratings on the content and execution. Here is a summary of the results:

#### 2.1.1. **Achievement of over-all program objectives:**

- A question on *over-all effectivity of the workshop* scored an average of 4.6.
- When asked if *the training indeed achieve its program objectives*, the participants also posted an average rating of 4.46.

**2.1.2. Effective execution of the training is further illustrated by the high ratings garnered by the 4 facilitators.**

- Data show a 4.95 rating for *Professor Abaya*, 4.78 for *Mr. Besa*, 4.27 for *Ms. Castillo* and 4.56 for *Mr. Santos*.
- *Presentation of the lectures* was given a rating of 4.62 by the participants while over-all *impression of the training team* is at 4.7.

Here are qualitative accounts that further illustrate the high-level of effectiveness of the CoRe Group trainer-facilitators:

- *Effective lecturer and facilitator!*
- *Excellent speaker!*
- *Simply the best!*
- *The best training I've attended.*
- *"what struck me most was the influence the facilitators pointed on me. They were just exemplary. The manner they delivered the lectures, respond to questions, the way they handle group dynamics and workshops was most impeccable and perfect."*
- *"I admired the way the facilitators made the trainees participate and get involved in the entire classroom discussions. That was just a great experience listening to professionals."*
- *"All of my apprehensions dissipated because our second team of facilitators oriented the trainees adequately paving the way for our academic preparation to naturally flow."*
- *"So far, this is the best training I have ever attended. A paradigm-shifting one!"*

It was apparent that the participants were very receptive to the interactiveness and fun deliberately designed into the training activities. Participants were constantly encouraged to participate in every activity and to exclude no one from the merriment. This resulted in a pervading sense of

camaraderie among participants which contributed to a general openness and acceptance towards insights and personal experiences shared in group discussions.

2.1.3. ***Training design* garnered a general ranking of 4.6.**

- When asked if the *case discussions* effectively delivered the lessons, average score was at 4.7 making it the most effective learning tool for the batch.
- The *lecture-method* received a score of 4.6.
- The *various group exercises* also received a score of 4.5.

**2.2. *Internship (Practical Training)***

Following the first phase of training is 5 days of internships wherein trainees were required to handle actual mediation cases under the supervision of Mentors designated by the CoRe Group. The Supervisors served to ensure that the trainees effectively employ the principles and skills imparted to them during their classroom training. The internships were held at the Philippine Overseas Employment Agency (POEA) for trainings conducted in NCR. During the week, trainees were also given written and practical examinations which partly serve as basis for their final grade.

The Interns were encouraged to engage the assistance of their supervisors or consult them whenever they were faced with a problem in their mediation conferences. But for the most part, interns were merely observed by the mentors at a distance and very discreetly at that. It was usually during debriefing sessions were they advised of their performance gaps or lauded for their effectiveness.

**First Batch:**

A total of 70 cases were handled for Mediation by the 23 trainees, 46% of which were successfully resolved, 39% were rescheduled for follow-up sessions, while 16% were docketed for adjudication. It was observed that

there might have been better odds for settlement of cases if the trainees had more days to handle resets of their cases as standard internships programs run for at least 2-weeks.

Table 5. Summary of Outcomes of Cases Handled

<b>Outcome</b>	<b><i>f</i></b>	<b>%</b>
Cases Handled	70	100%
Settled	32	46%
Reset	27	39%
For Adjudication	11	16%

Internship performance was assessed based on a 5-point system employed by the supervisors which considered the intern's actual handling of cases and performance during the Fishbowl exam. Passing score is 2.5.

Trainees received ratings ranging from a high of **3.8 to a low of 2.5**. Majority (55%) fall within the range of 3 – 3.4, 24% were between 2.5 – 2.9, while 21% range within 3.5 – 3.8. Average score across all 23 interns is at 3.2 which suggests an over-all good performance by the group.

**Significant Outcome for Batch 1:**

1. All participants of Batch 1 successfully completed the academic and internship phases of their training which qualified them to the Training for Trainers' Program.
2. As early as the end of Phase 1 – Academic Training, the trainees had decided to organize themselves into an Association of coop ADR practitioners to be duly registered with the Securities and Exchange Commission (SEC). The mission of the group is to sustain efforts at advocating Mediation among coop communities in Luzon as well as to



synchronize efforts at continuously enhancing capabilities of the coops as well as the providers themselves.

3. The Pledge of Commitment was finalized and presented during the closing ceremony held on June 9, Saturday. The Pledge was formally presented to the CDA and EMERGE, each represented by Administrator Segfredo Buagas and Mr. Mario Lamberte, respectively. The Ceremony was concluded by statements from the participants which essentially reinforced their commitment to ADR practice and advocacy for the sector.

### **Second Batch:**

Due to the large number of participants in batch 2, more exercises were given to the group during their internship week to ensure maximum understanding of ADR concepts. Modules such as the *Exercise on the Opening Statement* (EXOS), *Questioning Exercise* (Quest) and mock mediation cases were given.

Similar to Batch 1, the internship phase culminated in the Fishbowl exam in which 8 batches of 8 interns went through a round-robin simulation of a mediation session where a pair of mentors acted as the disputants. The same 5-point system was employed by the supervisors to rate the trainees.

Ratings for the batch range from a high of **4.48 to a low of 1.5**. One participant had been unable to follow through with the fishbowl exam because of a sudden ailment due to stress. Majority (61%) fall within the range of 3 – 3.4, 28% received scores above 4.0, 11% received scores below 2.5, while 0% range within 3.5 – 3.8. Average score across all interns is at 3.32, slightly higher than the first Batch.

Consolidated results show that 6 individuals (of the 62 total participants) had failed to meet the minimum requirements for the practical exam including 1

who had not been able to take it at all. For these individuals, a re-take of the fishbowl will be required and its successful completion a must. The issuance of Certificate of Completion shall be held in abeyance until they successfully meet this requirement.

### **Significant Outcomes for Batch 2:**

1. Fifty-eight percent (58%) or 36 trainees of the batch had successfully qualified for the scholarship granted to the Top 50 trainees of Batches 1 & 2. These exceptional individuals garnered the highest combined scores for the written and practical assessments conducted by the CoRe Group. Still on a positive note, an additional 32% or 20 trainees had successfully met the minimum requirements of CoRe and earned passing marks on their combined written and practical assessments. And regardless of whether or not they were granted a scholarship, the trainees were generally enthusiastic about attending the Special Coop ADR Training of Trainers scheduled on June 28 – 29 to be held also in Cebu. All participants were furnished written communication which they're to present to their BOD for approval.
2. Furthermore, ten representatives were elected among the batch to stand as officers for the organization / association of Coop ADR Practitioners that the group had decided to establish. Taking their cue from the Luzon group, a Vis-Min Chapter shall be established by the Batch with an action plan to be discussed during a special meeting planned on the 28<sup>th</sup> of June.

### **Third Batch:**

Similar to Batch 1, the third batch of trainees which consisted of CDA officers and personnel conducted their internship program at the POEA. Participants were able to handle a total of 42 cases of which 43% (18) were settled. The high number of resets at 48% (20) is seen as a result of the very

short internship period. 9% of the cases were forwarded to the next level for adjudication.

Table 5. Summary of Outcomes of Cases Handled

<b>Outcome</b>	<b><i>f</i></b>	<b>%</b>
Cases Handled	42	100%
Settled	18	43%
Reset	20	48%
For Adjudication	4	9%

Batch 3 received ratings ranging from a high 4.6 to 2.52 which include fishbowl assessment and case-handling scores. The most number of participants at 67% (25) fell within the range of 2.5-2.9; 10% (4) received scores between 3.0-3.4 and another 10% got 3.5-3.9, and only 8% (3) received scores above 4.0.

### ***2.3. Training of Trainers Program***

50 top trainees from the coop sector and 10 graduates from the CDA were invited to participate in the Training of Trainers program held on June 25-26 at the Tiara Oriental Hotel, Makati City.

The most number of scholars came from Batch 2 / VisMin group with -- ( ) of participants.

Of the 60 invited scholars, 38 attended comprising cooperative members from Luzon ( ), Visayas ( ) and Mindanao ( ), and the 10 persons from the CDA.

### 3. QUALITATIVE PROGRAM RESULTS:

Trainees were also asked to submit essays where the extent of learnings can be further explained. It was evident from the qualitative accounts that the training affected the participants on a personal level. Testaments to the training's impact on the breaking down of previously held beliefs, perceptions and adversarial behavior illustrate the program's successful achievement of its transformative purpose. Trainees shared the following feedback:

#### 3.1. Personal Realizations:

- *"It taught me the importance of self-control and made me understand that indeed observation without evaluating is the highest form of intelligence."*
- *"I have re-evaluated the value and role of mediation in the judicial system and a part of me is thinking about the feasibility of getting more involved and learning more about mediation."*
- *"I learned with immense impact that human beings are not feeling-less statistics that can be dealt with like objects but are men and women with feelings and sensitivities / needs that must be listened to and acknowledged and empowered."*
- *"I value the learning that I have on NAC which has great bearing on my relationships with other people... it improved my personality."*
- *"We should have the perspective that people can solve their own conflicts peacefully and effectively if they themselves be reminded of the core values in them..."*
- *"With my age, experience and academic preparation..., I realized that there are still a lot of things I do not know and would hunger to re-learn. With my onerous assumptions, I allowed myself to be limited and inadequate. However, I felt fortunate because I gradually moved forward to come to terms with my prejudices."*
- *"The lessons I gained from the ADR training have transformed my 'biased-laden' notion for the better. I learned to appreciate that the other person has that innate goodness everyone has to respect."*
- *"I realized that mediation is not an exclusive work of legal officers. Instead, it is a work of every peace-loving individual!"*

- *“ADR training... is something that the cooperatives in the Philippines really need.”*
- *“Mediation is my new venue of contributing peace in this conflict-ridden world.”*
- *“I am all the more convinced that mediation is the best alternative to the resolution of conflicts and other negotiation styles or adversarial approaches. The knowledge of PDIOS is foremost!”*
- *“Armed with my realizations, I look back at key moments in my life and got to view them from a different perspective. Suffice to say that a lot of things I finally understood. I realized why I acted the way I did. Armed with my new-found self-awareness, I believe that relationships in all levels will improve from now on.”*

### **3.2. Development of new skills**

- *“My new skills now would make my workplace more profound and my professional relationships more improved. My mindset would be broader than before and the degree of my understanding would be at a higher level.”*
- *“By these new skills, I can improve communication with my children and husband... Hopefully, conflict between my family members can easily be resolved.”*

### **3.3. Development of a new and better person**

- *“It (training) gave me a higher perspective on the way I look at myself and other people. I am stronger and better person with the knowledge I gained from the facilitators and from my classmates.”*
- *“I will be more compassionate this time. Since I have a wider perspective of things, I will not subject myself to the things I see on the surface but go deeper beyond the façade.”*
- *“Professionally, I will consciously depart from the adversarial and confrontational mode of solving conflicts and adopt the non-adversarial, human-needs focused orientation of resolving conflict.”*
- *“I can now be more patient and humble enough to understand my peers and superiors. And whenever somebody needs my expertise on mediation I will make myself available to them for ‘free’.”*
- *“If people see the change in me, their reaction to me will also be on the positive way. And in this way, the change in them also starts...”*

### 3.4. Benefits to the organization

- *“Now, with the ADR Training, we can resolve cases promptly and minimize the pending in the office for resolution. This will create a good image for the office and (lead to) better performance.”*
- *“The current conflict-handling system at (name of organization)... needs to be replaced with mediation... it is not only speedy, inexpensive, impartial and informal – but more humane. Above all, it works to improve and strengthen relationships and therefore improve the cooperative immeasurably.”*
- *“The conflict-handling system (in my organization) is AIDS (Avoid, Ignore, Deny Syndrome). ADR can provide a venue for communication (in my organization.)”*
- *“Right now, our cooperative has no mechanism on how to resolve conflicts. ADR should first be in place in order to have a smooth and harmonious relationship within our workplace.”*
- *“We don’t have a mediation/conciliation arm in our organization but with ADR in-place, the conflict resolution (system) will no longer be probing and fault-finding, instead uplifting and liberating.”*
- *The Conflict Handling System in our organization was not being given much attention. Maybe because the Management does not know how to go about it and they lack the complete information, the knowledge and even the interest on the merit of every complaint. However, with this ADR technique and if our management really intend to resolve existing conflicts, it may no longer be a problem for them to resolve employees and cooperative disputes met by the Agency by utilizing us, the graduates of this Course.”*
- *“ADR will somehow invite more parties to come to (our organization) because of the reality that parties are now respected, heard and could possibly arrive at a win-win solution.”*
- *“By applying ADR, the system would certainly improve, as to the process of handling the case and will promote better employees or management.”*
- *“ADR can help in improving the current CDA system by providing another dimension to the already existing system. It can be utilized as a first level wherein the current system can take place if mediation fails... In addition, mediation can again take place if*

*while within the process undertaken after the failure in mediation, the parties so agreed to go back to the mediation table.”*

- *“ADR will create an ideal and harmonized environment for people to work with a goal in heart and that is to serve well the interest of the cooperatives and the communities that it caters. It gives us the opportunity to build bridges more than walls and to emphasize the beauty of life and living towards peace.”*
- *“The agency’s (current) mediation process seemed not as clear as ADR so that many of the coops have failed to settle the problems. As a result, it derails the functions and effectiveness of the agency. ADR will really help make the agency an effective and efficient mediator when it comes to coop problems because of its clarified and well-tested principles and theories.”*
- *“(our system) is more of avoiding process and sometimes if we are trapped in a situation which we think we cannot resolve, we do it in a violent way – litigation process... that’s the only process we have learned from the past.”*

### **3.5. Gratitude for the opportunity**

- *“Thank you for the opportunity and more power.”*
- *“I’m very thankful because our trainers in the internship are good, generous, considerate and approachable.”*
- *“I consider myself the luckiest employee... for giving me the chance, the trust and confidence to attend this very significant seminar / training.”*
- *“I would like to express my whole gratitude to the CoRe Group for sharing their ideas to us. Thank you very much!”*
- *“I would like to thank the CoRe Group and EMERGE for arriving at this kind of endeavor which will help a lot of people in resolving conflict in a non-adversarial way. I hope that your mission will continue until all the cooperative sectors will be imparted with your skills to ensure full cooperation and success. Your way of handling disputes is very progressive because it entails a win-win solution to disputants, thus, ensures harmonized relationships.”*

### 3.6 Learning and Other Comments

- *“The skills learned in this training will help smoothen and harmonize the relationships I have with my wife and hopefully we’ll remain with each other until death.”*
- *“What I enjoy most in the ADR Training is the experience that I am getting to know myself more during the process and more so, I like that state when I am learning to be detached from myself when relating to other people, especially during mediation.”*
- *“The skills I’ve learned from the training will never be taken away from me. As a good mediator, I will listen better. I will be looking at a person in a different way. I expect myself to be more self-managed from now on. This will enhance my relationship with other people, especially those around me...”*
- *“The new skills I have learned will benefit me in the form of being an expressive and more feeling person... and that is how peace and harmony can truly stay within me and my relationships with others.”*
- *“In my workplace, the new skills of better communication and teamwork are greatly appreciated.”*
- *The weeklong classroom training was fruitful, enriching and successful. I had a lot of learning..”*



#### 4. Recommendations

##### 4.1. Recommendation for Coop Mediator:

The CoRe Group recommends the following graduates to the CDA for “recognition” as a Coop Mediator under the following criteria:

- a. Successful completion of the 40-hour classroom training:
  - Ability to imbibe the skills and concepts brought forth by the program
  - Effective communication skills
  - Effective and immediate application of skills and concepts learned during the training
  - Overall class performance
  
- b. Passing the assessment activities:
  - 175-point written examination
  - Fishbowl examination
  - Performance during mediation exercises / Actual handling of mediation cases

**Table: Graduates with passing marks – Coop Sector (Batch 1-2)**

No.	Name	BATCH	Passed / NI
1	Abalos, Arnold D.	1 - ncr	Passed
2	Abiera, Zenaida B.	2 - vismin	Passed
3	Alesna, Corazon G.	1 - ncr	Passed
4	Alivio, Ebonito R.	2 - vismin	Passed
5	Allaga, Alfred T.	2 - vismin	Passed
6	Almarez, David N.	2 - vismin	Passed
7	Ambi, Ireneo C.	2 - vismin	Passed
8	Araya, Mariana C.	2 - vismin	Passed
9	Asuncion, Epinito M.	2 - vismin	Passed

No.	Name	BATCH	Passed / NI
10	Banasing, Wilfredo L.	2 - vismin	Passed
11	Bautista, Marta O.	1 - ncr	Passed
12	Bawang, Franco T.	1 - ncr	Passed
13	Beltran, Editha D.	1 - ncr	Passed
14	Bendicion, Rommel G.	2 - vismin	Passed
15	Bojo, Amelia C.	2 - vismin	Passed
16	Busalla, Romeo R.	2 - vismin	Passed
17	Caintic, Therese Vina T.	2 - vismin	Passed
18	Capsa, Genoveva F.	1 - ncr	Passed
19	Castillo, Elvira R.	1 - ncr	Passed
20	Clarito, Antonio C.	2 - vismin	Passed
21	Cortes, Napoleon M. Jr.	2 - vismin	Passed
22	Cortez, Federico Herodias	2 - vismin	Passed
23	Cruz, Roberto R.	1 - ncr	Passed
24	Decano, Ma. Lolita S.	2 - vismin	Passed
25	Erazo, Reynaldo M.	2 - vismin	Passed
26	Escultor, Rainero P.	2 - vismin	Passed
27	Faelnar, Joseph Y.	2 - vismin	Passed
28	Fernandez, Bernardita S.	1 - ncr	Passed
29	Fernandez, Christopher D.	2 - vismin	Passed
30	Foryasen, Marciana D.	1 - ncr	Passed
31	Fuerte, Emerita C.	1 - ncr	Passed
32	Gomez, Iluminada V.	1 - ncr	Passed
33	Guanco, Mansueto D.	2 - vismin	Passed
34	Jangao, Edna G.	2 - vismin	Passed
35	Kinatac-an, Frederck Alisbo	2 - vismin	Passed
36	Lebiga, John L.	2 - vismin	Passed
37	Leguro, Nestor C.	2 - vismin	Passed
38	Loque, Neil Jerome N.	2 - vismin	Passed
39	Mabini, Manuel s.	2 - vismin	Passed

No.	Name	BATCH	Passed / NI
40	Mabunga, Ernesto A.	2 - vismin	Passed
41	Macabuac, Clarence F.	2 - vismin	Passed
42	Magabilen, Imelda S.	2 - vismin	Passed
43	Magarin, Teresita N.	2 - vismin	Passed
44	Manigsaca, Rogelio M.	2 - vismin	Passed
45	Mariano, Richard F.	2 - vismin	Passed
46	Marmonejo, Ailene b.	2 - vismin	Passed
47	Mateo, Pedro S.	1 - ncr	Passed
48	Mayor, Rubi L.	1 - ncr	Passed
49	Moreno, Venus A.	2 - vismin	Passed
50	Pabualan, Eugene M.	2 - vismin	Passed
51	Pacris, Adelino M.	1 - ncr	Passed
52	Padla, Lancelot Borja	2 - vismin	Passed
53	Pailano, Nelson A.	2 - vismin	Passed
54	Paler, Philadelfa R.	2 - vismin	Passed
55	Peligro, Robert A.	2 - vismin	Passed
56	Picar, Jose Victor P.	1 - ncr	Passed
57	Piga, Archimedes R.	1 - ncr	Passed
58	Pioquinto, Paulino G.	2 - vismin	Passed
59	Ragay, Ma. Theresa P.	2 - vismin	Passed
60	Ramirez Jr., Conrado L.	2 - vismin	Passed
61	Ramos, Imelda M.	1 - ncr	Passed
62	Rolona, Rogelio L.	2 - vismin	Passed
63	Samson-Capitania, Miladel	2 - vismin	Passed
64	Santos, Emelina M.	1 - ncr	Passed
65	Segui, Cresenciana L.	1 - ncr	Passed
66	Soco, Mal A.	2 - vismin	Passed
67	Sonido, Diolito G.	2 - vismin	Passed
68	Tabasa, Cesar G.	2 - vismin	Passed
69	Taghoy, Atty. Einstien Garry R.	2 - vismin	Passed

No.	Name	BATCH	Passed / NI
70	Tan, Eliseo C.	2 - vismin	Passed
71	Tindoc, Elvis L.	2 - vismin	Passed
72	Tubella, Lydia B.	2 - vismin	Passed
73	Tusay, Julieta F.	2 - vismin	Passed
74	Tuy, Annabelle D.	1 - ncr	Passed
75	Unsoy, Jimmy D.	2 - vismin	Passed
76	Villegas, Norma M.	2 - vismin	Passed
77	Yaban, Imelda B.	1 - ncr	Passed
78	Yambao, Agnes P.	1 - ncr	Passed
79	Yringco, Luz H.	2 - vismin	Passed

Those who were given a grade of NEEDS IMPROVEMENT due to failure to pass the examinations shall be given a chance to re-take the examinations at a future time. The person who received an INCOMPLETE will also have to complete both the written and practical examinations should he wish to pursue recognition as a Coop Mediator.

#### **4.2. Recommendations for ADR Trainer:**

Those who successfully passed the Basic Mediation Training and belong to the Top 50 were automatically allowed to attend the Training of Trainers (TOT) Program in NCR.

Those who did not belong to the Top 50 and those who received a *Needs Improvement* mark in the previous modules were allowed to attend a special TOT held in Cebu City with the understanding that any certification shall be held in abeyance until successful completion of the requirements. The Special TOT was requested by the CDA, as well as the participants, to cater to Basic Mediation graduates who were unable to receive scholarship to attend the TOT in NCR.

The TOT in NCR produced 38 graduates who all passed and are therefore recommended to the CDA for “recognition” as ADR Trainer. More graduates are expected to be added to the list upon completion of Special TOT in Cebu on June 28-29.

Criteria to be recommended as an ADR Trainer are as follows:

- Successful completion and active participation in all modules
- Ability to effectively communicate the modules across during the teaching exercises

Here is a *partial list* of the graduates recommended to become ADR Trainers:

	<b>Name of Participant</b>	<b>Region</b>
1	Antonio C. Clarito	Region IX
2	Ma. Teresa P. Ragay	Region VII
3	Maria Lolita S. Decano	Region IV
4	Manuel S. Mabini	Region VIII
5	Luz. H. Yringco	Region VIII
6	Venus A. Moreno	Region VII
7	Napoleon M. Cortes,Jr.	Region IV
8	Segfredo O. Buagas	
9	Ray R. Elevazo	Region I
10	Franco Bawang Jr.	CAR
11	Artemio n. Guzman	Region II
12	Margie James-Lumasag	Region IX
13	Imelda M. Ramos	NCR
14	Anabelle D. Tuy	NCR
15	Emerita C. Fuerte	CAR
16	Bernardita S. Fernandez	CAR
17	Cresencia L. Segui	Region IV-A
18	Fe D. Caingles	CO
19	Michelle B. Lee	CO
20	Angelito U. Sacro	CO
21	Jose Victor P. Picar	Region I
22	Roberto R. Cruz	Region I
23	Arnold D. Abalos	Region II
24	Archie Piga	NCR
25	Illuminada V. Gomez	Region IV
26	Elvira R. Castillo	Region I
27	Corazon G. Alesna	Region II
28	Marciana D. Foryasen	Region II
29	Pedro S. Mateo	Region II
30	Joyce A. Uri	Region IV
31	Nonie Hernandez	NCR
32	Ma. Rose Teresa Bartolata	CO
33	Marta D. Bautista	NCR
34	Rubi Mayor	NCR
35	Amelia Bojo	Region X
36	Agnes Yambao	Region II
37	Erning Mabunga	Region XI
38	Imelda B. Yaban	Region II

ECONOMIC MODERNIZATION THROUGH EFFICIENT REFORMS AND GOVERNANCE  
ENHANCEMENT (EMERGE) Project

Terms of Reference

**Task 4.2.1.2.f. Promoting and Instituting Alternative Dispute Resolution Mechanisms for  
the Cooperative Sector - Phase 2: Development of Training Modules and Conduct of  
Training**

**General Information**

EMERGE Counterpart	Mr. Gil Beltran Undersecretary, Department of Finance, and Executive Director, National Credit Council		
Team Leader	Dr. Mario B. Lamberte		
Reform Theme	Vibrant Financial Markets		
Strategic Objective (RO)	4.2	Develop competitive parity across sub-markets	
Intermediate Result (RR)	4.2.1	Impediments to the primary markets removed	
Task Number	4.2.1.2 b - 1	Technical assistance to develop training modules on alternative dispute resolution mechanisms for the cooperative sector and conduct of training	
Counterpart Letter	25 September 2006	Submitted to USAID	
First Draft		Approved by USAID	
Final Draft		Implementation	

**Description of the Task**

*Background*

Intra-cooperative disputes, which reached more than 500 cases brought to the CDA in 2005, have debilitating effects on the operations of cooperatives and taken away much of CDA's time and resources that could have been devoted to supervision and regulation of cooperatives. CDA has recently made significant steps towards addressing this problem. With TA provided by EMERGE, CDA has developed a framework for developing alternative dispute resolution (ADR) mechanisms and issued the following three memorandum circulars:

1. MEMORANDUM CIRCULAR No. MC 2007-05: *GUIDELINES FOR THE IMPLEMENTATION OF CONCILIATION-MEDIATION OF COOPERATIVE DISPUTES AT THE PRIMARY COOPERATIVES*
2. MEMORANDUM CIRCULAR No. MC 2007-04: *GUIDELINES FOR THE IMPLEMENTATION OF CONCILIATION-MEDIATION OF COOPERATIVE DISPUTES AT UNIONS/FEDERATIONS*
3. MEMORANDUM CIRCULAR No. MC 2007-03: *GUIDELINES FOR THE IMPLEMENTATION OF CONCILIATION-MEDIATION OF COOPERATIVE DISPUTES AT CCOOPERATIVE DEVELOPMENT AUTHORITY*

Prior to the adoption of the ADR framework and issuance of the Implementing Guidelines, the CDA, with the assistance of CoRe Group, conducted a total of twelve (12) consultation workshops to solicit views of stakeholders on the draft ADR framework and Implementation Guidelines. A total of 1,203 participants representing various levels of cooperatives across the country attended these consultation workshops. All of them wholeheartedly support CDA's effort to institute ADR mechanisms for the cooperative sector.

To fully institute the ADR mechanism for the cooperative sector, however, more need to be done. First, standardized forms and reports implied in the Guidelines need to be developed. Second, a Code of Standards and Ethical Practice for mediators has to be developed. Third, CDA needs to widely disseminate the ADR mechanisms for the cooperative sector, which calls for the formulation of a primer. Fourth, conciliation-mediation capacity has to be developed at all levels of the cooperative sector through the conduct of appropriate and effective training programs. During the consultation workshops, participants are eagerly looking forward to a training program for mediators. Fifth, considering that there are more than 20,000 operating cooperatives in the country each requiring at least one well-trained mediator each, there is a need to develop a core of trainers who can provide training services to cooperatives. This task therefore aims to address these needs.

In his letter to C. Stuart Callison dated 25 September 2006, DOF Undersecretary and NCC Executive Director Gil S. Beltran has already requested this follow-on activity contingent upon the completion of the Phase 1.

### Objectives

The general objective of this TA is to assist CDA implement the three newly issued ADR Implementing Guidelines. The specific objectives are to:

1. widely disseminate CDA-approved ADR framework and Guidelines;
2. develop standardized forms and reports required in the Guidelines; and
3. develop a conciliation-mediation capacity of the cooperative sector through the conduct of training programs appropriate for the CDA and cooperatives.



### Scope of Work

The Consultant shall:

1. Assist CDA in developing standard templates for the forms and reports needed for each of the three ADR Implementing Guidelines;
2. Assist CDA in formulating the Code of Standards and Ethical Practice for mediators;
3. Prepare a Primer for the three Implementing Guidelines that will serve as a reference for the installation, maintenance and monitoring of the cooperatives' Conciliation-Mediation Program;
4. Assist CDA in formulating plans and programs including a 3-year mediation development and training program to make the ADR system for the cooperative sector sustainable.
5. Design training modules including training manuals for:
  - a. the CDA Mediation Unit Training Program for CDA staff, which will include a 5-day training program inclusive of a 1-day training on how to manage and institutionalize the ADR program, 5-day internship and 2-day assessment;
  - b. the Coop Mediator's Training Program for primary cooperatives and unions/federations, which will include a 5-day classroom training, 5-day internship and 2-day assessment;
  - c. the ADR Trainer's Training Program for selected mediators, which will be a 2-day training program on how to use the multimedia materials in developing mediators;
6. Develop and produce multimedia training materials for use in the Trainer's Training Program.
7. Recommend to CDA sets of criteria for the selection of trainees for the CDA Mediation Unit Training Program, Coop Mediator's Training Program, and ADR Trainer's Training Program;
8. Conduct two (2) training sessions for the Coop Mediator's Training Program and one (1) training session each for the CDA Mediation Unit Training Program and ADR Trainer's Training Program;
9. Assist CDA in developing the criteria and procedure for the recognition of qualified mediators and trainers to be included in the pool of mediators and trainers; and
10. Coordinate with CDA in implementing the activities of this task.

### Reports/Deliverables

1. Standard templates for the forms and reports needed for each of the three ADR Implementing Guidelines approved by CDA.
2. Code of Standards and Ethical Practice for mediators approved by CDA.
3. Primer for each of the three ADR Implementing Guidelines approved by CDA and conduct of training for the CDA implementation team.
4. A plan and programs including 3-year mediation development and training program to make the ADR system for the cooperative sector sustainable.
5. Design of training modules, including training manuals, for the Coop Mediator's Training Program, CDA Mediation Unit Training Program and ADR Trainer's Training Program.
6. Multimedia training materials for the ADR Trainer's Training Program.
7. Criteria for the selection of trainees for the Coop Mediator's Training Program, CDA Mediation Unit Training Program and ADR Trainer's Training Program.
8. Conduct of:
  - a. the CDA Mediation Unit Training Program for one (1) batch of trainees with at most forty (40) trainees from CDA central office and extension offices;
  - b. the Coop Mediator's Training Program for two (2) batches of trainees with at most sixty (60) trainees from the cooperative sector per batch; and

- c. the ADR Trainer's Training Program for one (1) batch of trainees with at most sixty (60) trainees consisting of fifty (42) participants from the cooperative sector and ten (18) participants from CDA.
- 9. Criteria and procedure for the recognition of qualified mediators and trainers to be included in the pool of mediators and trainers.
- 10. Progress and Final Reports on activities conducted for this task.

**Administration of the Task**

Implementation Modality

EMERGE will issue a sole-source Purchase Order (PO) to The CoRe Group Foundation to undertake the activities and submit the required deliverables of this TOR. The NCC and CDA have expressed strong preference to engage again for this task the CoRe Group Foundation for the following reasons: (a) NCC and CDA were very much satisfied with the performance of the CoRe Group in assisting them to develop the ADR Framework and the Implementing Guidelines; (b) CoRe Group has excellent trainers on mediation and has a very good track record in training mediators; and (c) CoRe Group has already accumulated stock of knowledge about the Philippine cooperative sector especially types of disputes confronting many cooperatives which it can readily use in developing the training modules appropriate for the sector.

Having been the vendor of the first PO that saw the development of the ADR framework and guidelines, the CoRe Group Foundation is in the best position to implement the training component of the ADR. This second PO serves as a follow on engagement of the CoRe Group Foundation who now has the expertise, recognition and respect of the counterparts and the cooperative sector to implement the training component of the ADR.

Reporting Conditions and Other Procedures

Counterparts	<b>DOF Director Joselito Almario</b> Deputy Executive Director National Credit Council <b>Ms. Lecira Juarez</b> Chairperson Cooperative Development Authority
EMERGE	Mario B. Lamberte Team Leader Banking and Capital Markets

This task is part of NCC's larger effort to help CDA institute reforms aimed at strengthening its capacity to supervise and regulate cooperatives. NCC shall therefore have overall supervision of this task while CDA shall implement the task. The Consultant shall work closely with the CDA in implementing this task.

CDA shall be responsible for disseminating information about the training program to the cooperative sector, selecting trainees using the selection criteria developed by the Consultant, identifying appropriate training sites and making necessary arrangements with training site providers.

Task Duration

Start date:	End date: 30 June 2007
-------------	------------------------

**Resource Requirements**

An estimated budget for the P.O. is attached

Other costs:

1. CDA staff's participation in the training
  - a. CDA ADR Unit Training:
    - i. Board and lodging (including all meals): 40 participants for 14 days (to arrive on Sunday and leave on the third Sunday), to be shouldered by EMERGE
    - ii. Transportation from training site to internship site: 40 participants for 5 days, to be shouldered by EMERGE
    - iii. Transportation from home base to training site: to be shouldered by CDA
  - b. Trainer's Training Program:
    - i. Board and lodging (including all meals): 10 participants for 3 days (including day of arrival), to be shouldered by EMERGE
    - ii. Transportation from home base to training site: to be shouldered by CDA
2. Primary cooperatives and Unions/Federations:
  - a. CDA ADR Unit Training:
    - i. Board and lodging (including all meals): to be shouldered by the trainees
    - ii. Transportation from training site to internship site: to be shouldered by the trainees
    - iii. Transportation from home base to training site: to be shouldered by the trainees
  - b. Trainer's Training Program:
    - i. Board and lodging (including all meals): to be shouldered by the trainees
    - ii. Transportation from home base to training site: to be shouldered by the trainees



Republic of the Philippines  
**DEPARTMENT OF FINANCE**

Roxas Boulevard Corner Pablo Ocampo, Sr. Street  
Manila 1004

25 September 2006

**Dr. C. Stuart Callison**

Chief of Party, EMERGE

Unit 2003, 139 Corporate Center, Valero St.

Salcedo Village, Makati City 1227

Dear **Dr. Callison**:

As you may be aware, the Department of Finance-National Credit Council (DOF-NCC) is currently pursuing initiatives to develop and strengthen the institutional capability of the Cooperative Development Authority (CDA) to effectively regulate and supervise the financial operations of cooperatives engaged in savings and credit operations. This is in line with NCC's mandate to come up with an enabling policy environment that would encourage greater private sector participation in the delivery of financial services to the marginalized sectors in a sustainable and efficient manner.

Following several discussions with Dr. Mario Lamberte, certain critical areas were identified that will fill the gaps and complement activities under the ADB's Microfinance Development Program and the Japan Fund for Poverty Reduction grant assistance (Developing Financial Cooperatives) being undertaken by the NCC. It is in this regard that we are requesting the following activities be taken into consideration under EMERGE:

1. Evaluation and Assessment of the Database for the Cooperative Sector with Savings and Credit Services;
2. Promoting and Instituting Alternative Dispute Resolution Mechanisms for the Cooperative Sector; and
3. Basic Training Courses for CDA on Supervision and Regulation of Cooperatives with Savings and Credit Services.

With regard to Items 1 and 2 above, we believe that follow-on activities will have to be pursued contingent upon completion of the projects and the availability of resources and time. We are therefore attaching, for your consideration and ready reference, the Terms of Reference for the aforementioned activities.

Thank you for your kind consideration of this request.

Very truly yours,

Handwritten signature of Gil S. Beltran in black ink.

**GIL S. BELTRAN**

DOF Undersecretary and

NCC Executive Director

## **Analysis of Supervisory and Regulatory Issues Using the Newly Developed Database System<sup>1</sup>**

### **Indicative Scope of Work and Deliverables**

#### **Scope of Work**

Given the newly developed database for the cooperatives with savings and credit services, the Consultant shall provide empirical analysis of the following supervisory and regulatory issues:

1. Appropriate size and level of resources for a cooperative to be under systematic regulation and supervision by the CDA considering that cooperatives are member-owned and that the members are supposed to guard their stake in the organization.
2. Safeguards to be adopted for those that will not be under systematic supervision by the CDA.
3. Differences in the regulatory and supervisory framework for institution-based (closed-type) cooperatives and community-based (open-type) cooperatives considering that they face different types of risks.
4. Appropriate level of supervision fee that should be charged to the cooperatives.

#### **Deliverable**

A report containing empirical analyses and recommendations on the following:

1. Appropriate size and level of resources for a cooperative to be under systematic regulation and supervision by the CDA.
2. Safeguards to be adopted for those that will not be under systematic supervision by the CDA.
3. Regulatory and supervisory frameworks for institution- and community-based cooperatives.
4. Appropriate level of supervision fee that should be charged to the cooperatives.

---

<sup>1</sup>This is the proposed follow-on work of the TA "Evaluation and Assessment of the Database for the Cooperative Sector with Savings and Credit Services."

## Promoting and Instituting Alternative Dispute Resolution Mechanisms for the Cooperative Sector, Phase 2

### Indicative Scope of Work and Deliverables

#### **Scope of Work**

Based on the CDA-approved framework and implementing rules and regulations for promoting and instituting alternative dispute resolution mechanisms for the cooperative sector developed in Phase 1 of the project, the Consultant shall

1. Develop criteria for choosing mediation facilities and mediators to be trained
2. Assist the CDA in choosing mediation facilities and mediators to be trained using the criteria developed in item 1.
3. Develop an advocacy course on ADR aimed at enhancing the awareness and appreciation of the CDA staff and members of cooperatives on the value of ADR mechanisms for settling intra-cooperative disputes.
4. Conduct six (6) regional workshops for CDA staff and selected members of the cooperative sector using the advocacy course being developed.
5. Develop a Mediation Course for Professional Practice aimed at equipping selected members of the cooperative sector with mediation skills.
6. Conduct three (3) training workshops using the Mediation Course for Professional Practice being developed.

#### **Reports/Deliverables**

1. Criteria for choosing mediation facilities and mediators to be trained.
2. Report on the assistance provided to CDA in choosing mediation facilities and mediators to be trained.
3. Advocacy course on ADR.
4. Conduct six (6) regional workshops for the advocacy course.
5. Mediation Course for Professional Practice.
6. Conduct of three (3) training workshops for the Mediation Course for Professional Practice