

**OREGON FEDERAL EXECUTIVE BOARD
SHARED NEUTRALS PROGRAM
Agreement to Mediate**

(VERSION: FEDERAL -A)

Case # _____

- 1) This is an agreement to use mediation to seek a collaborative resolution of certain workplace issues.
- 2) The parties
 - a) Agree to make a good-faith effort to work together, with the aid of the mediator(s), to resolve this dispute or controversy.
 - b) May withdraw from mediation at any time. If a party decides to withdraw from mediation, that party will make a “best effort” to discuss this decision with the other party and the mediator(s).
 - c) Waive any right of action for any allegation of wrongful conduct by the mediators acting in the course of this mediation.
 - d) Are encouraged to secure independent legal advice regarding this mediation.
 - e) Understand that participation in mediation does not, in itself, waive or toll time limits or deadlines associated with any other dispute resolution or complaint process. Parties are responsible for compliance with requirements of any applicable administrative or court proceeding.
- 2) Non-parties who participate in the mediation (Representatives, friends, etc) must sign this document and agree to keep mediation communications confidential.
- 3) The mediator(s)
 - a) Will facilitate communication among the parties and assist them in exploring options for resolving this controversy.
 - b) Do not make decisions for the parties, render a determination on the merit of any issue(s) raised, or act as judges or arbitrators.
 - c) Will not provide legal advice to the parties.
 - d) Will stop the mediation if they cannot maintain impartiality, or if, for any other reason, they cannot perform their role in an ethical and effective manner.
- 4) Regarding the confidentiality of this mediation:
 - a) As provided in this agreement and 5 U.S. Code (U.S.C.) 574, mediation communications are confidential and inadmissible and may not be disclosed by the mediator(s) or by any party.
 - b) No transcription or audio or video recording of any mediation session or caucus is permitted.
 - c) The parties will not subpoena the mediators or another party or otherwise require the mediators or another party to produce records or to testify in any future proceedings as to information disclosed in the course of the mediation, except to the extent such information is not confidential under this agreement.
 - d) 5 U.S.C. 574 and this agreement provide for some exceptions to the confidentiality of mediation communications, including:

- i) The “agreement to mediate” (this document) is not confidential and may be admitted into evidence in a subsequent proceeding;
- ii) A court may order disclosure of a mediation communication to prevent an injustice, establish a violation of law or prevent significant harm to public health and safety;
- iii) The parties may consult with legal counsel or other advisors or representatives and shall make these advisors aware of the confidentiality provisions of this agreement;
- iv) Communications that are otherwise admissible in a court of law or other administrative process continue to be admissible even though brought up in the mediation process; and
- v) The parties agree to the following additional exceptions to the confidentiality of mediation communications (if any):

e) Any written agreement resulting from this mediation (*check either A or B*):

- A. Is not confidential.
- B. Is confidential to the extent allowed by law. The parties agree however that a copy of the agreement may be provided to (*check all that apply*):
 - agency management or human resources staff.
 - (*Other, specify*) _____.

Signed:

_____	_____	_____
Name	Signature	Date
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Name	Signature	Date
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