

**Employee Workplace Mediation Program  
Agreement to Mediate**

Mediation No.: \_\_\_\_\_

Agency: \_\_\_\_\_

Participants: \_\_\_\_\_  
*(Insert Party Name)*                      *(Insert Party Name)*                      *(Insert Party Name)*

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**Responsibilities of the Parties**

1. The undersigned parties voluntarily agree to participate in the Employee Workplace Mediation Program (or, "the program") in an attempt to resolve their conflict. The parties understand that the Employee Workplace Mediation Program employs the Transformation Mediation process. This process will provide the parties with an opportunity to communicate their perspective regarding a workplace conflict. The parties will also have an opportunity to resolve their conflict with a written settlement agreement. However, the parties understand that their participation does not obligate them to enter into any settlement agreement.
2. The parties agree to use their best efforts to resolve his or her dispute through the mediation process. However, the parties understand that participation in the Employee Workplace Mediation Program is voluntary. Any party may withdraw from the program at any time by notifying one of the assigned mediators or OEAP.
3. Any party may request that another individual accompany him or her to the mediation for support. This support person will be identified as a non-party participant (NPP). While the parties may bring a non-party participant (NPP), the primary parties are responsible for explaining their own perspective regarding a workplace conflict. All NPPs must sign the Agreement to Mediate and will be subject to the confidentiality and privilege limitations described below.
4. The parties understand that no participant (includes both primary parties and NPPs) will be bound by a mediation communication (as defined in the confidentiality section below) that is related to a potential settlement unless and until that mediation communication is incorporated within a written settlement agreement.
5. The parties understand that a mediator's primary role is to facilitate a conversation between the parties. The parties understand that, a mediator (as explained more below) cannot prescribe a resolution or otherwise make decisions for the parties.
6. Unless otherwise indicated by the parties in writing, the parties (including, any NPPs) agree that all mediation communications are confidential to the extent described in the section below on confidentiality. Further, the parties (including, any NPPs) agree to not discuss or otherwise disclose any mediation communication unless the disclosure is permitted by the section below on confidentiality.
7. The parties (including, any NPPs) agree that all mediation communications are privileged from disclosure in a proceeding to the extent provided by law, including but not limited to the Uniform Mediation Act (Sections 2710.01-2710.10 of the Ohio Revised Code). All mediation communications are privileged as described in the sentence above unless: the parties indicate otherwise in writing on this agreement, the participants subsequently waive the privilege, or as otherwise required by law, including but not limited to Section 2710.05 of the Ohio Revised Code.

## **Responsibilities of the Mediators**

1. The mediator(s) agree to act as an impartial party to assist in addressing the workplace conflict under consideration. The mediator(s) has no authority to decide the case and will not provide legal counsel or act as an advocate for any party to the dispute. Rather, the mediator(s) will help the parties reach their own resolution of the case by facilitating the conversation.
2. Each mediator is responsible for determining whether he/she has any potential conflict(s) of interest. Any potential conflict(s) of interest must be disclosed to the parties as soon as possible. Any individual involved in the mediation may raise conflict of interest concerns as well by notifying one of the assigned mediators or OEAP. If any conflicts of interest are identified, it is up to the parties to determine if they want to continue with the mediation session. A mediator is required to inform the parties of his or her qualifications, if asked.
3. The mediator(s) may take notes during mediation; however, all notes must be destroyed at the conclusion of the mediation.
4. The mediator(s) shall not voluntarily testify about any mediation communication in a subsequent proceeding unless the mediation communication: is an imminent threat to inflict bodily injury; to commit or conceal criminal activity or attempted criminal activity; or, the communication is not otherwise entitled to privilege by law, including but not limited to Section 2710.05 of the Ohio Revised Code.
5. Except as provided below, the mediator(s) is prohibited from reporting or making any other communication regarding a mediation to a court or other administrative body that may later make a ruling on the issues involved in the mediation. However, the mediator(s) may disclose: a communication evidencing suspected child or elder abuse to a public agency responsible for protecting such individuals; whether the mediation occurred; whether a settlement was reached; attendance; or, any other disclosure required by law.
6. The mediator is responsible for preparing any written settlement agreement, but the mediator shall not decide or direct any terms of the agreement.

## **Mediation Communications and Confidentiality of the Mediation Process**

To maintain the integrity of the process, it is important that the mediation sessions be confidential. By signing the Agreement to Mediate, the parties, mediators, and any NPPs) agree that mediation communications are confidential. Accordingly, the parties, mediators, and NPPs shall not discuss or otherwise disclose any mediation communication to any other individual unless: the parties agree to terms that must be authorized or disclosed in order to implement; or, such disclosure is required by law.

For purposes of this agreement, a mediation communication is means a statement, whether oral, in a record, verbal or nonverbal, that occurs during a mediation or is made for purposes of considering, conducting, participating in, initiating, continuing, or reconvening a mediation or retaining a mediator.

The mediation session will not be recorded by anyone (either video or audio) and no transcript of the session will be produced.

The parties agree that any settlements arising out the Employee Workplace Mediation Program will not be introduced, referred to or in any other way used in any subsequent arbitration, litigation or administrative hearing between the parties except as may be necessary to enforce the provisions and terms of the settlement agreement.

If a settlement is reached, the Agreement shall be in writing, and if necessary approved by the appropriate agency Human Resources representative for parties. No party shall be bound by any verbal or non-verbal action occurring at the mediation unless a written Agreement is reached and is executed by all parties.

By signing below, we (all parties, mediator(s), NPPs) acknowledge that we have read, understand and agree to this Agreement to Mediate.

\_\_\_\_\_  
Party Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mediator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mediator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Non-Party Participant (NPP)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Non-Party Participant (NPP)

\_\_\_\_\_  
Date