

AGREEMENT TO MEDIATE FOR EEO

Thank you for agreeing to participate in the Alternate Dispute Resolution (ADR) program to resolve the issues brought forward to the Office of Equal Employment Opportunity and Workplace Equity (OEEOWE). All those participating in the ADR are asked to sign and return this Agreement to Mediate form to the ADR program no later than close of business the day prior to the mediation. This will ensure all parties have the same understanding and expectations for the mediation.

Thank you!

AGREEMENT

1. I voluntarily agree to participate in the ADR process (mediation) in good faith to identify, clarify, and, if possible, resolve any issues.
2. I understand that mediation is voluntary and may be terminated at any time by either party or the mediator.
3. I understand that I have a right to representation during the mediation. The Aggrieved or Complainant may select a representative from the Union, an attorney, or any other individual except for a manager from the agency as this presents a conflict of interest. The Agency may be represented by an attorney from the Office of the General Counsel (OGC), or by Labor and Employee Relations. I further understand that if I choose not to have representation, that I may invoke this right at any time during the process. Should I choose to have a representative, I understand I must notify the ADR program to ensure a Designation of Representative form is completed and provided to the EEO office, and so that all parties can be notified.
4. I understand the mediator is a neutral party, with no authority to decide the outcome of the mediation and does not act as an advocate or representative for either party. The mediator will work to help the parties reach a mutual resolution of the case by facilitating the discussion. Anything presented by a mediator is for consideration only.
5. I further understand that the ADR session will take place via Zoom or similar platform. It is required that parties be and remain on camera throughout the mediation. There are to be no other parties present in the immediate background other than designated representatives. No recordings of mediations are permitted.
6. A delay in start time of 15 minutes may result in the rescheduling of the mediation.
7. The confidentiality provisions of the Administrative Dispute Resolution (ADR) Act of 1996 apply to this mediation. Under the ADR Act, parties' oral communications to the mediator during the mediation are protected and will not be discussed with anyone who did not participate in the mediation. This also includes any written communications the parties prepare specifically for the mediation that are given only to the mediator. Any notes taken during mediation should be treated as confidential communications and not shared beyond parties present in mediation.

Agency documents brought to mediation (i.e., emails, notice of personnel actions, SF 50's,

etc.), which existed prior to the mediation, are not considered confidential information.

8. I agree that I will not subpoena the mediator(s), any observer(s), or any document(s) submitted to the mediator. The mediator(s) will not voluntarily testify on behalf of any party and will not submit any type of report on the substance of the mediation unless one of the participants reports criminal activity or makes a genuine threat of physical harm to oneself or another person.
9. I agree that I will not discuss the mediation session with any non-participant, except with those who may need certain information to assist in implementation of any decisions or agreements reached between those in attendance.
10. I understand that participants will not be bound by anything said or done during the mediation unless a signed settlement agreement is reached and executed by all necessary parties. If a settlement is reached, the settlement agreement shall be put in writing, and when signed and approved by the appropriate authorities for all parties, shall be binding upon all parties to the agreement.
11. I understand that even though a tentative settlement may be reached during the mediation, that the agreement may not be signed during the session. I understand settlement parameters must be reviewed by the OEEOWE for compliance and the agency Settlement Official prior to the finalization of any settlement agreement. I understand any approvals necessary for any settlement agreement will be obtained by the ADR mediator.
12. I understand that my participation in this ADR session does not require me to agree to any resolution presented.
13. I understand that if a resolution is not reached in the ADR session or if a follow-up session is not scheduled to discuss resolution options, that ADR will notify my EEO counselor. This will engage the EEO Counselor to issue a Notice of Right to File (NORF), which will explain I have a right to file a formal EEO complaint within 15 days of receipt of the NORF. I understand all information regarding filing a formal complaint as well as a complaint form will be provided along with the NFI.

By signature below, I acknowledge that I have read, understand, and agree to the terms of this Agreement to Mediate.

Aggrieved/Complainant

Date

Aggrieved/Complainant Representative

Date

Management Officer

Date

Other	Date
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Mediator	Date
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