

AGREEMENT TO MEDIATE IN GOOD FAITH

I recognize that mediation is an attempt to resolve conflict between the participating parties. I recognize that my participation in mediation as an employee Complainant is voluntary and I, the undersigned, agree to enter into this mediation in good faith. In the case of management's participation, my organization is the party to the dispute and its' decision to participate is voluntary and I, the undersigned, agree to enter into this mediation as a representative of my organization in good faith. I will sincerely attempt to listen to the other party, cooperate with the mediator(s) assigned to this case, give serious consideration to all suggestions made with regard to developing a realistic solution to the problem(s), and make a genuine effort to resolve this dispute. No admission of guilt or wrongdoing by any party is implied, and none should be inferred, by my participation in this process.

I realize that mediation may be time consuming. I agree to make myself available for as much time as is determined necessary by the mediator (usually a minimum of four hours and up to eight hours is required) to give the process a fair opportunity to succeed.

I understand that the mediator(s) assigned to this case will not be serving as a judge and have no authority to make decisions on issues raised in the mediation. I understand that the mediator(s) assigned to this case will not act as an advocate or attorney for either party, and will not provide legal advice. Instead, the mediator's sole function is to act as a neutral who facilitates the mediation process and communication between the parties. I understand that any agreements or decisions resulting from this mediation session will affect the legal rights of the parties and are entered into voluntarily and by mutual acceptance of the parties. I understand that both parties have the opportunity to consult with independent legal counsel at any time and may have an attorney or other representative at the mediation.

I understand and agree that statements made during, or documents prepared for, the mediation will remain confidential to the fullest extent permitted by law, except for the limited purpose of implementation and enforcement of a resulting negotiated settlement agreement ("NSA"). I understand that dispute resolution communications available to all parties are exempt from confidentiality under the Administrative Dispute Resolution Act of 1996 unless such communications are generated by a neutral (mediator). I understand and agree that statements made by either party in an unsuccessful attempt to settle the dispute will not be used against that party in any future proceedings.

I agree that I will not request, subpoena or attempt to require the mediator in this case to testify or use as evidence any materials prepared for this mediation, with the exception of a signed NSA. No recordings or stenographic records will be made of the mediation session, including by me.

I understand that if a settlement is reached, the agreement will be reduced to writing and, when signed and approved by the appropriate authorities for all parties, I agree to be bound by the agreement.

By signing this document, I acknowledge that I have read, understand, and agree to this Agreement.

_____ Mediating Party Signature	_____ Date	_____ Representative's Signature	_____ Date
_____ Mediating Party Signature	_____ Date	_____ Representative's Signature	_____ Date
_____ Addtl Participant Signature	_____ Date	_____ Addtl Participant Signature	_____ Date