

State of Ohio
Workplace Mediation Program

Request for Mediation

Agency _____

Agency Coordinator Name _____

Agency Coordinator Address _____

Agency Coordinator Phone/Fax _____

Name of the Parties and Phone Numbers

This is a request for mediation services in an attempt to resolve the following issues:
(Please note general information about the nature of the dispute.)

Please note any special requirements or needs of the parties related to this mediation request:

The mediation process is voluntary and may be terminated by either party or the mediators at any time. The parties understand that the mediators have no authority to make decisions, will not act as an advocate for any party, and will not provide legal advice.

A party may request that a support person accompany him or her to the mediation, but a party is not required to bring someone with them.

The Workplace Mediation Program is jointly administered by this agency and the Ohio Commission on Dispute Resolution and Conflict Management.

Agency Coordinator _____
Signature Date

**State of Ohio
Workplace Mediation Program**

Agreement to Mediate

Responsibilities of the Parties

The undersigned parties voluntarily agree to the mediation process. The parties agree to use their best efforts to resolve their dispute through this mediation process. The parties understand that any party to the mediation process may withdraw at any time by notifying the mediators and all other parties.

Responsibilities of the Mediators

The role of the mediator(s) is to act as a neutral third party to assist parties to resolve the dispute 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.

A mediator is responsible to determine if he or she has any conflicts of interest with persons involved in the mediation session. 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 tell the parties his or her qualifications if asked.

A mediator is prohibited from making a report about this mediation to a court or other administrative body that may later make a ruling on the issues involved in this mediation, except that the mediation took place, attendance and if the mediation resolved the problem or not.

Mediation Process

To maintain the integrity of the process, it is important that the mediation sessions be confidential. By signing this agreement the parties agree that mediation communications are confidential unless otherwise prohibited by law. Each person is protected under the Uniform Mediation Act (ORC § 2710) from testifying about this mediation in a subsequent legal proceeding, with some exceptions such as communications about threats of harm, crimes, and child or elder abuse (ORC § 2710.05), or if the public records law applies (ORC § 149.43 (A)(i) and ORC § 2710.05.)

A party may request that a support person accompany him or her to the mediation, but a party is not required to bring someone with them. The support person will be identified as a non-party participant (NPP). All NPPs will be asked to sign the Agreement to Mediate and be subject to the confidentiality requirements described above.

The Employer and the Exclusive Representative recognize the value of the Workplace Mediation Program. Therefore, the parties agree that the selection of disputes or any settlements arising out of the 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 reduced to writing and if necessary, approved by appropriate authorities for all parties. No party shall be bound by anything said or done at the mediation unless a written Agreement is reached and is executed by all parties.

All parties and the mediator(s) agree to complete survey forms for use in program evaluation.

By signature below, we acknowledge that we have read, understand and agree to this Agreement to Mediate.

Party Signature

Date

Party Signature

Date

Party Signature

Date

Mediator Signature

Date

Mediator Signature

Date

11/23/05mgl
