

FEDERAL MEDIATION & CONCILIATION SERVICE
UNITED STATES GOVERNMENT

GRIEVANCE MEDIATION AGREEMENT

The undersigned parties hereby request the assistance of the Federal Mediation and Conciliation Service (FMCS) in the attempted resolution of the dispute between them today. The parties understand that mediation is a voluntary process that may be terminated at any time. The parties agree to maintain the confidentiality of all information disclosed in the course of the mediation and further agree to the following terms:

1. In the event that mediation is unsuccessful, any time limits in the parties' collective bargaining agreement will be extended as necessary to permit the grievance to proceed to arbitration.
2. Mediation sessions are private. Non-parties may attend only with the permission of the parties and the consent of the mediator.
3. Any statements made by the parties, other participants, or the mediator during the mediation process, and any documents created for or during the mediation proceedings are inadmissible and not discoverable for any purpose whatsoever in any pending or subsequent judicial or other proceeding, absent the written consent of all of the parties, the mediator, and the FMCS.
4. The parties will not seek to compel the testimony, by subpoena or otherwise, of the mediator or any other employee of the FMCS to testify in any proceeding for any reason. The parties also will not seek to compel, by subpoena or otherwise, the production of documents created for or during the mediation in any proceeding or for any reason.
5. Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.
6. The obligations imposed by this agreement are in addition to and do not supercede any obligations imposed by applicable state or federal laws regarding mediation confidentiality.
7. At the request of the parties, or on the initiative of the mediator, the mediator may provide an oral recommendation or opinion to resolve the dispute. In that circumstance, the parties may jointly decide to implement that recommendation or opinion but neither party is obligated to do so.

8. The parties shall not rely on nor introduce as evidence in any proceedings any views, comments, or suggestions made by any party or participant with respect to a possible settlement of the dispute, any admissions made by another party or participant in the course of the mediation proceedings, or any proposals, opinions, or comments of the mediator. In accordance with FMCS policy, the mediator's notes and records of the mediation content, if any, are routinely destroyed.
9. The FMCS and its employees will be held harmless of any claim for damages for any act or omission occurring during or in connection with the mediation process, to the extent permitted by applicable law.
10. The parties agree to be bound by this agreement. By signing below, the parties represent that they have the full authority to bind their respective organization and/or members to this agreement.

Name/Title

Organization

Signature

Date

Name/Title

Organization

Signature

Date