
Agreement to Mediate an Employment Dispute

If there is an employment dispute the parties shall mediate the dispute if both parties agree to mediation and if they are able to mutually select a mediator from the Michigan Employment Relations Commission list of mediators.

The parties and the mediator understand and agree to the following:

1. Scope of Mediation

The parties understand that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the parties. The parties understand that the mediator's objective is to help the parties to reach a settlement of the dispute. The parties also understand that the mediator is a neutral and that any settlement that is in writing will be signed by the parties not the mediator.

2. Scope of Mediation

The parties understand that it is for the parties, with the mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

3. Mediation Is Voluntary

All parties here state their good faith intention to complete their mediation by an agreement. It is, however, understood that any party may withdraw from or suspend the mediation at any time, for any reason.

The parties also understand that the mediator may suspend or terminate the mediation if s/he feels that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that s/he can no longer effectively perform his/her facilitative role.

4. Absolute Confidentiality

It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, written and oral communications, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding. Only a mediated agreement, signed by the parties may be so admissible. The parties further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations.

5. Full Disclosure

Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions.

Please note:

1. When we drafted this mediation agreement we used some of the wording from this web site page: <http://www.mediate.com/articles/melamed6.cfm>
2. We recommend that you consult an attorney to assist you in drafting your mediation agreement so that it is in accordance with current law and the law of your jurisdiction.