

## **Salt Lake County Mediation Request Form**

**Mediation:**

- Salt Lake County allows voluntary, confidential mediations conducted by employees who are trained mediators. Employees are allowed up to four hours of work time to prepare for mediation and such time as necessary to attend mediation sessions. Issues which can be mediated include complaints, disputes between coworkers, prospective or imposed disciplinary action, actions involving administrative discretion, or similar employee/employer issues. If mediation is agreed to during a Grievance or Complaint process then any applicable deadlines are suspended until the mediation process is finished.
- Mediation may not be used to resolve issues regarding specific rights guaranteed by federal or state law, such as discrimination and harassment, wage issues under FLSA, reasonable accommodations under the ADA, classification appeals, etc.
- Mediation applies only to county employee issues, not hearings or complaints regarding citizens and county customers.

**Process:**

- Employee(s) who wish to request mediation are to complete this form and submit it to Salt Lake County Human Resources, N4-700, Attn: Mediation Coordinator.
- If only one party requests mediation, the Human Resources Division Mediation Coordinator will contact the other party(s) to determine if mediation is agreeable. The process will only continue if all parties agree to mediation.
- If all parties agree to pursue mediation, the Coordinator will select an available mediator from a list of approved, trained mediators. The parties will be informed of the mediator choice and, if either objects, an alternative mediator will be selected by the Coordinator.
- The Coordinator will also schedule a mediation meeting at a neutral location. One purpose of this meeting is for the mediator to review the mediation purpose and process with the parties and, if they agree to mediation, have both parties sign a Mediation Agreement Form. Mediation will not take place without a signed Mediation Agreement.

**Mediation is requested for the following parties**

Name (print):	<input type="text"/>	Signature:	<input type="text"/>	Date
Courier Address:	<input type="text"/>	Day Phone:	<input type="text"/>	
Name (print):	<input type="text"/>	Signature:	<input type="text"/>	Date
Courier Address:	<input type="text"/>	Day Phone:	<input type="text"/>	

**Statement of issues to be included in Mediation process (attach additional pages as necessary)****Availability for Mediation**

Name of party	<input type="text"/>	Dates/times is available to meet:	<input type="text"/>
Name of party	<input type="text"/>	Dates/times is available to meet:	<input type="text"/>

**TO BE COMPLETED WITH MEDIATOR AND EMPLOYEES REQUESTING MEDIATION**

**Salt Lake County Mediation Agreement Form**

Party A: Name (print):  Daytime phone:

Party B: Name (print):  Daytime phone:

Agree to mediate in accordance with the following terms:

1. The parties agree to try to resolve their issues through mediation. Additionally, they understand that participation in the mediation process is entirely voluntary.
2. The parties understand that the mediator has no power to decide who wins or loses and will not express an opinion on who is right or wrong. Rather, the mediator will try to help the parties reach their own resolution through facilitating the discussion. In addition to meeting together, the mediator may ask to meet with each party individually in order to further understand the issues or facilitate an agreement.
3. Prior to mediation, the mediator will determine whether or not he/she has any conflict and disclose any potential conflict of interest or prior involvement with either party.
4. The mediator and all other parties agree that the sessions are confidential. This confidentiality can be modified through mutual written agreement as part of any settlement agreement. However, reporting of child, spouse or elder abuse, as well as sexual harassment in the workplace, is required by law.
5. The parties agree not to subpoena or otherwise require the mediator to testify in any further proceedings. The mediator is serving in this role as a representative of Salt Lake County and as such the mediation activities are considered to be within the mediator's county duties and authority.
6. The mediation session(s) will not be recorded by anyone (either video or audio) and no transcript of the session will be produced.
7. The parties understand that any documents prepared for or during mediation (such as notes taken by the mediator) are for settlement purposes only and may not be subpoenaed by either party for, or used in, a hearing or trial. Documents that existed before mediation are not shielded from later use or disclosure just because they were discussed or used at mediation.
8. The parties understand that no participant will be bound by anything said or done in mediation unless there is a settlement agreement. Settlement agreements that require approval of a third party are not effective until that approval is obtained.
9. The parties are not entitled to have representation during mediation sessions, but can agree to allow such representation.

The parties agree that (print name)  will be their mediator.

Signatures below indicate agreement to participate in the mediation process as detailed above. If a representative is named for a party below, then the signature of the other party indicates their agreement to allow the first party to have a representative present. If representation is agreed to, the representative must sign this agreement indicating a willingness to abide by this agreement before they will be allowed to participate in the process.

Party A signature:	
	Date

Party B signature:	
	Date

Mediator Signature:	
	Date