STATE OF NORTH CAROLINA

Agreement to Mediate

Mediation is the process where parties involved in a dispute use the assistance of a mediator, serving as a neutral third party, to attempt to reach a mutually acceptable resolution. The mediator’s role is to guide the mediation process, facilitate communication, and help the parties generate possible outcomes. A mediator does not act as a judge or render decisions. Responsibility for resolving the dispute rests with the parties.

In order for mediation to be successful, all parties need to abide by the following conditions. It is hereby agreed:

1. That both parties will enter into the mediation in good faith with the goal of reaching a satisfactory agreement.
2. That either party can withdraw from the mediation at any time.
3. That both parties provide full and accurate information during the mediation process.
4. That either party may request a brief recess at which time they may consult with legal counsel or other advisors. If an agreement is reached, either party may have legal counsel or other advisors review the agreement during the mediation. Due to time constraints, recesses will be limited to no more than 15 minutes. At the mediator’s discretion, time may be extended as needed.
5. That both parties consider all communications in the mediation confidential and only provide information outside of these proceedings for the purpose of effectuating the terms of the agreement; however, under NC State law, mediation agreements are public records.
6. That information deemed confidential under Chapter 126, the State Human Resources Act, may be disclosed during the mediation process if the disclosure of that information is necessary and essential to upholding the integrity of the agency in the internal agency grievance process and is in the interest of an efficient and effective resolution of the employee grievance. The parties understand and agree that current employees who disclose confidential information obtained during mediation outside of the mediation process may be subject to disciplinary action, up to and including dismissal, and that former employees who disclose confidential information obtained during mediation may be disqualified from reinstatement or subject to disciplinary action upon reinstatement. The respondent is responsible for identifying to the grievant any information released that is deemed confidential.
7. That both parties agree to hold harmless the mediator for any decisions or agreements made during the course of the proceeding. Both parties agree not to involve the mediator in any subsequent administrative or legal proceedings, unless so ordered by the court.
8. If an agreement is reached, the agreement shall be binding, subject to the approval of the Office of State Human Resources and/or any other state agency whose approval is necessary to implement the agreement, and provided the agreement does not contain any provision contrary to NC Human Resources Commission policies or rules, or applicable state or federal law.

I have read, understand, and accept the above conditions.

__________________________  __________________________
Grievant                          Date                          Respondent                          Date

Witnessed by:

__________________________  __________________________
Mediator                          Date                          Mediator                          Date
STATE OF NORTH CAROLINA

Authorization for Disclosure of Confidential Information

Agency: 
Grievable Issue: 
Name of Grievant: 
Name of Respondent: 

Disclosure of Confidential Personnel Information: G.S. 126-24

NOTICE: This document is a public record.

Pursuant to G.S. 126-24, in my discretion, as ____________________________________,
Agency Head or Designee

I have determined that the release of confidential information regarding

________________________________________________________________________
________________________________________________________________________

[describe information to be released after determination that redaction of information will
not be sufficient]

be released on the grounds that the release was essential and necessary to maintaining the
integrity of internal agency grievance process and the integrity of the _________________

[describe issue involved in grievance] [EXAMPLES: recruitment and selection process or
the disciplinary process or the promotion process or the reduction in force process or
administration of the human resources function of agency].

Authorization Granted by:

Name: __________________________________________________________________
Position Title: _____________________________________________________________
Signature: _______________________________________________________________
Date: ___________________________________________________________________
Memorandum of Agreement

Agency:
Grievable Issue:
Name of Grievant:
Name of Respondent:

Terms of Agreement:
The mediation agreement shall be binding, subject to the approval of the Office of State Human Resources and/or any other state agency whose approval is necessary to implement the agreement, and provided the agreement does not contain any provision contrary to State Human Resources Commission policies or rules, or applicable state or federal law.

I have read, understand, and agree that the above terms of agreement are an accurate account of the areas of agreement reached in the mediation process and that all matters in the dispute between the grievant and the agency have been settled with the terms of this agreement.

I agree that by signing the memorandum of agreement, no further grievance or legal action can be pursued related to this grievance.

<table>
<thead>
<tr>
<th>Grievant</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Respondent</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mediator</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mediator</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorizing Agency Official (optional)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Neal Alexander, Jr.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of the Office of State Human Resources (if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

**NOTICE:** The Memorandum of Agreement must be reviewed by the agency’s Human Resources office prior to the parties signing. The respondent will be responsible for providing the proposed Memorandum of Agreement to Human Resources for review via email, phone, fax, etc. prior to signing.
ADDENDUM: Memorandum of Agreement

Agency: 
Grievable Issue: 
Name of Grievant: 
Name of Respondent: 

Terms of Agreement:

This addendum will serve as clarification to the terms of the Memorandum of Agreement signed by the [Agency] respondent, [Respondent Name], and the grievant, [Grievant Name] on [Date].

The [Agency] and the grievant, [Grievant Name], agree to the following:
The mediation agreement shall be binding, subject to the approval of the Office of State Human Resources and/or any other state agency whose approval is necessary to implement the agreement, and provided the agreement does not contain any provision contrary to State Human Resources Commission policies or rules, or applicable state or federal law.

I have read, understand, and agree that the above terms of agreement are an accurate account of the areas of agreement reached in the mediation process and that all matters in the dispute between the grievant and the agency have been settled with the terms of this agreement.

I agree that by signing the memorandum of agreement, no further grievance or legal action can be pursued related to this grievance.

Grievant

Respondent

Authorizing Agency Official

C. Neal Alexander, Jr.

Attachments:

☐ Original Copy of the Memorandum of Agreement (required)
STATE OF NORTH CAROLINA

Notice of Mediation Impasse

Agency: ____________________________
Grievable Issue: ____________________________
Name of Grievant: ____________________________
Name of Respondent: ____________________________

A resolution to the above grievance was not reached during the course of the mediation.

____________________________________________________________________
G r i e v a n t         D a t e
____________________________________________________________________
Respondent         Date
____________________________________________________________________
Mediator          Date
____________________________________________________________________
Mediator         Date

STEP 2 APPEAL NOTICE: The mediation impasse is the conclusion of Step 1 of the agency internal grievance process. The grievant may proceed to Step 2 by filing an appeal within 5 calendar days of the date of mediation.

The appeal must be delivered to: ____________________________
(Name) ____________________________ (Address)

As the agency respondent/representative, I have provided the grievant with the Step 2 appeal filing form and/or written instructions on filing an appeal. I have also provided a copy of the (SPA) Employee Grievance Policy:

____________________________________________________________________
Respondent/Representative Date
____________________________________________________________________
As the grievant, I acknowledge receipt of the Step 2 appeal information listed above:

____________________________________________________________________
Grievant Date