

## NEUTRAL CONFLICT RESOLUTION AGREEMENT

Neutral Conflict Resolution (NCR) program is open to all University employees. The intent of the program is to help employees resolve differences through a facilitated conversation using the framework of mediation. A Neutral Conflict Resolution Representative (NCRR) facilitates the resolution process, and all parties agree to make a good faith effort to resolve the dispute. Seeking resolution through NCR will not adversely affect an individual's standing as an employee, nor does an employee give up their right to use other available conflict resolution processes available at the University.

As a party engaged in the NCR process, I acknowledge and understand that: *(Please read each statement and initial the box to indicate your understanding).*

\_\_\_ / \_\_\_ I have not filed a grievance, formal complaint, or engaged in other legal proceedings related to the issue presented for resolution through the NCR process.

\_\_\_ / \_\_\_ I understand that the content of the conversations in NCR is confidential, unless all parties agree to share it, or unless it reveals that someone might be in physical danger, experiencing unlawful harassment, or engaging in criminal activity.

\_\_\_ / \_\_\_ I will not use any information gained solely through the NCR process in any other processes, forums, or subsequent legal or administrative proceedings.

\_\_\_ / \_\_\_ I understand that the NCRR cannot be called as a witness in any legal or administrative proceeding.

\_\_\_ / \_\_\_ I will not demand or seek to have another party demand the production or reproduction of any written record, notes, etc. from the NCR for use in any processes, forums or subsequent legal or administrative proceedings.

\_\_\_ / \_\_\_ I understand that no recordings of the NCR will be made.

\_\_\_ / \_\_\_ I understand that no attorneys or witnesses can attend the NCR on behalf of either party.

\_\_\_ / \_\_\_ I will use my best efforts to resolve the dispute through the NCR process.

\_\_\_ / \_\_\_ I understand that I may withdraw from NCR at any time by notifying the NCRR or Human Resources.

\_\_\_ / \_\_\_ I understand that any violation of confidentiality by any of the parties involved may cause the NCR process to cease.

**NCRR EXPECTATIONS**

- The NCRR cannot be a relative of either of the parties who have chosen NCR.
- Should a NCRR recognize a conflict of interest with a pending NCR issue or the parties involved, the NCRR shall make it known to Human Resources and another NCRR will be selected. Any violation of confidentiality by a NCRR will result in immediate removal from their role as NCRR.

**NCR PROCESS & FRAMEWORK**

- A trained NCRR will assist the parties in discussing and working to resolve their dispute.
- Parties will be contacted within ten (10) workdays of when a Request for NCR is received.
- The NCRR does not serve as an advocate for either party.
- The NCRR does not make judgments about who is right or wrong, or tell the parties what to do.
- Although the NCRR and parties generally meet together as a group, at times it may be useful for the NCRR to meet separately and privately with each party. The NCRR or any party may make this request. Before reconvening, the NCRR will ask each party what if any part of the private conversation can be shared with the other party. The NCRR will share only information that s/he has been given permission to share.
- Resolution may take more than one session.
- Any notes made during the process are not subject to disclosure during or after the process.
- All parties understand that any notes will be destroyed immediately at the conclusion of the process.
- The parties may choose whether to put in writing any agreement reached during the NCR.
- The parties agree to comply with the resolution that may result from this NCR.
- Each party understands they have the option to request a different NCRR.
- All parties will be asked to complete a confidential/anonymous short survey. The survey will only gather information about the general nature of the dispute, whether a settlement was reached, and overall satisfaction with the process and with the NCRR.

By signature below, I acknowledge that I have read, understand and agree to this NCR Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NCRR Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NCRR Signature: \_\_\_\_\_ Date: \_\_\_\_\_