



U.S. Equal Employment Opportunity Commission

Questions and Answers Universal Agreements to Mediate (UAMS)

What is a UAM?

A UAM is an agreement between EEOC and an employer to mediate all eligible charges filed against the employer, prior to an agency investigation or litigation. A UAM substitutes for the individual agreement to mediate which the parties sign prior to a mediation being conducted. Because mediation is voluntary, the employer or the charging party may opt out of mediation on a particular charge even though a UAM has been signed. Charges ineligible for mediation include class and systemic charges, charges filed under the Genetic Information Non-Discrimination Act, or those filed solely under the Equal Pay Act. EEOC also has the authority to withhold charges from mediation in cases where it serves the public interest to investigate the charge.

UAMs may be local, regional, or national. Local UAMs are agreements that exist between an employer and a particular EEOC field office to mediate eligible charges filed against that employer within the field office's geographic jurisdiction. Regional and National UAMs are agreements between an employer and the EEOC to mediate all of an employer's eligible charges in a multi-state region or on a nationwide basis.

Why did the EEOC decide to offer UAMs if either party can agree to mediate under an individual mediation agreement?

The expansion and promotion of ADR and voluntary mediation are important to enhance EEOC's overall operations. The parties can get to the mediation table more quickly if an employer has signed a UAM. Studies conducted by outside consultants have shown that EEOC's mediation program has high customer satisfaction ratings, and that 96% of employers who participate in mediation are willing to try it again. A UAM provides a way to resolve workplace disputes promptly and more efficiently before any investigation occurs, should a charge be filed.

What are the benefits of having a UAM?

- A UAM demonstrates from the outset a company's willingness to mediate on cases eligible for mediation - this may contribute to the ultimate satisfactory resolution of a matter.
- With a UAM, the initial step of contacting the employer to see if they will mediate a particular charge is shortened or eliminated.
- A UAM establishes a point of contact for the employer, thereby expediting the flow of information between the EEOC and the employer.
- Fast tracking the information through established contact points expedites the scheduling of a mediation session.
- UAM's are flexible. They allow parties to opt out of mediation on a case by case basis if either believes the claim is not appropriate.

Can any employer have a UAM?

Yes. Any employer can have a UAM. This sample agreement shows the type of information included in a UAM.

How many UAMs does the EEOC have with employers?

At the end of FY 2009, EEOC had signed 1411 local UAMS, and 192 Regional and National UAMs, for a total of 1603. Read what some employers are saying about the Mediation Program.

How can I find out if my employer has a UAM with EEOC?

UAMs are confidential unless an employer has agreed to make the agreement public. EEOC has permission from employers included on this list of National Agreements to Mediate to use the employers' names in connection with the Mediation Program. Your employer may agree to participate in mediation whether or not they have signed a UAM with EEOC.

Is an employee required to participate in mediation if their employer has a UAM?

No, the EEOC's mediation program is a voluntary program. Both the employer and the employee may opt out of a particular mediation.

How can I learn more about EEOC's UAMs?

Additional information is available on this site. You may also contact the EEOC field office nearest you by calling our toll free numbers 1-800-669-4000 (Voice) or 1-800-669-6820 (TTY).



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Los Angeles District Office

255 E. Temple Street, 4th Floor
Los Angeles, CA 90012
(213) 894-1000
TTY (213) 894-1121
FAX (213) 894-1118

UNIVERSAL AGREEMENT TO MEDIATE

The United States Equal Employment Opportunity Commission, Los Angeles District Office, and _____ enter into this Universal Agreement to Mediate. This Universal Agreement to Mediate applies to Charges of Discrimination filed with the Los Angeles District Office of EEOC, or any Charge of Discrimination filed with a Fair Employment Practice Agency and then deferred to the EEOC for processing that the EEOC deems eligible for the mediation program.

As the EEOC's Alternative Dispute Resolution Program (ADR) provides a method for employer and claimant to come together and informally resolve their workplace disputes, and as the _____ has an interest in resolving workplace disputes that may arise in a fair and efficient manner, the Los Angeles District Office of the EEOC and _____, agrees as follows:

- All eligible Charges of Discrimination filed with the Los Angeles District Office of the EEOC in which the _____ is named as an employer/respondent will be referred to the Los Angeles District Office's Mediation Program. This Universal Agreement to Mediate will operate as a general agreement and is used in lieu of an individual Agreement to Mediate for all charges of Discrimination filed against _____.
- The EEOC's mediation program is a voluntary program. Therefore, the _____ and the Charging Party have the right to refuse to mediate any Charge of Discrimination. If either party rejects mediation, the charge is ineligible to enter the EEOC's mediation program and will be forwarded to the enforcement unit for investigation.
- Charges of Discrimination filed against the _____ that would normally be dismissed under the Commission's Priority Charge Handling Procedures will not be eligible to enter the EEOC's mediation program. Charges ineligible for mediation include class and systemic charges or those filed solely under the Equal Pay Act. EEOC also have the authority to

withhold charges from mediation in cases when it serves the public interest to investigate the charge.

All inquiries and scheduling of mediations shall be scheduled through:

Name of Company Representative: _____
Mailing Address: _____

Telephone Number: _____
Email Address: _____
Fax Number: _____

the above designated representative for _____, as soon as practical after the charge is filed and the charging party has agreed to participate, but in any event no later than 45 days from the date the charge enters the mediation program.

- All inquiries regarding the Los Angeles District Office's Mediation Program may be directed to Cherry-Marie B. Destura, Esq., ADR Coordinator at (213) 894-1030, fax (213) 894-8385.

Date

Rosa M. Viramontes.
District Director
Los Angeles District Office

Date

Representative for Employer

- I give permission to the EEOC to use our company name for the purpose of promoting the Universal Agreement to Mediate Program
- I do not give permission to the EEOC to use our company name for the purpose of promoting the Universal Agreement to Mediate Program

National Universal Agreements to Mediate
(Non-confidential agreements as of 10/1/05)

Administaff

Albertsons, Inc.

(Includes Jewel Food Stores, OSCO Drug Stores, Acme Markets, Jewel-Osco, Sav-on Drug Stores, and Super Saver Foods)

Alliance Residential Management

Alpha International Travel

Black & Veatch Corporation

Books-A-Million, Inc.

Cardinal Freight Carriers, Inc.

ConAgra Foods, Inc.

CRST International, Inc.

Deluxe Media Services, Inc.

Education America/Remington College

Ford Motor Company

Frito-Lay, Inc.

Global Mortgage Group

Golden Corral Corporation

Halliburton

Heartland Food Corporation

Huddle House, Inc.

Intel, Inc.

International Dairy Queen

(Includes Orange Julius, Karmelkorn Shoppes, and Golden Skillet)

Kimble Glass, Inc.

Labor Ready, Inc.

Lucor, Inc. d/b/a Jiffy Lube

McDonald's USA (Regional Agreement)

Medstandard, Inc.

New Penn Motor Express, Inc.

Northwestern Mutual Life Insurance Company

Quest Diagnostics, Inc.

RoadLink USA Companies

Roadway Express, Inc.

Ryan's Restaurant Group, Inc.

Southern Company

Steak 'n Shake

Trim Masters, Inc.

Tyson Foods, Inc.

United Services Automobile Association

W.S. Badcock Corporation