

Mediation Settlement Agreement

In accordance with the employment contract between the employee (John West) and the employer (WordWyse Tech), the parties have mediated and settled their dispute as follows:

1. Both parties agree to the fact that the employee was under great stress and receiving treatment from a medical doctor and a psychologist for his anxiety attacks and depression during the last six months.
2. Both parties agree that the employee acted inappropriately and in violation of work rule #4 when the employee threw his laptop at his office wall after receiving a phone call from his ex-wife on October 14, 2013 at approximately 3:30 PM.
3. Both parties agree that that the employee acted inappropriately and in violation of work rule #15 when he screamed out (so that many of his co-workers could hear): "I hate that fucking bitch. " "I wish I was dead." "I might as well put a gun to my head and pull the trigger." "She is a total fucking ball buster." "Kill me now. Kill me now!" These statements were made on October 14, 2013 at approximately 3:30 PM.
4. Both parties agree that the employee shall receive a two week unpaid suspension starting on the date that this mediation agreement is signed.
5. Both parties agree that the employee shall continue to receive medical and therapeutic treatment for his depression and anxiety attacks.
6. Both parties agree that the employee shall consent to his medical doctor and therapist providing monthly reports to the Director of Human Resources which will indicate the employee's fitness for duty.
7. Both parties agree that if the employee's medical doctor or therapist indicates that further time off from work is needed, such time will be allocated to the employee in accordance with the employer's sick leave benefits and the FMLA.
8. Both parties agree that if the employee fails to continue his therapy and medical treatments, as determined necessary by his medical doctor and/or therapist, his employment shall be terminated.
9. Both parties agree that if the employee engages in similar behavior like that which occurred on October 14, 2013, the employee shall be terminated without the right to arbitration or any form of litigation or administrative hearing.
10. Both parties agree that this document is confidential, but it may be used at any arbitration, administrative hearing, or litigation involving the future termination of the employee.

(The agreement should be signed and dated by the employer and employee, but not by the mediator.)