

CORE PLUS IMPLEMENTATION HANDBOOK

(January 2009 draft – feedback requested)

This handbook contains guidelines, procedures and supplementary information for implementation of the Department's CORE PLUS program. The CORE PLUS program requirements are published in 370 DM 770. The purpose of this handbook is to help all bureaus and offices implement the CORE PLUS program as efficiently and effectively as possible. All CORE PLUS forms and marketing materials are included as attachments. This handbook will be amended as needed based on experience.

The CORE PLUS DM chapter and Implementation Handbook are available electronically at www.doi.gov/cadr/coreplus.

Table of Contents:

1. Departmental Policy and Objectives
2. Scope of Coverage and Definitions
3. Program Requirements and Responsibilities
4. Sources and Qualifications for CORE PLUS Neutral Assistance
5. Training
6. Tracking, Evaluation and Reporting Requirements
7. Additional Sources of Information

Attachments:

- A. DOI Confidentiality Policy
- B. Memorandum to Unions on CORE PLUS Program and Sample MOU
- C. CORE PLUS Intake Form
- D. CORE PLUS ADR Election Form and ADR Confirmation Memorandum
- E. CORE PLUS Agreements to Mediate – DOI, Shared Neutrals and FMCS
- F. Conflict Coaching Agreement
- G. Notice of Results and Options Form
- H. Designation of Representative Form
- I. Settlement Authority Guidance and Sample Agreement forms and clauses
- J. Sources of Neutrals Information: CORE PLUS Roster; FMCS, Federal shared neutrals programs and Blanket Purchase Agreement Awards (BPAs) to private vendors
- K. Contact Sheet for CORE PLUS Managers, Coordinators and Roster Members
- L. CORE PLUS Participant evaluation form – for mediation and group process
- M. CORE PLUS Mediator evaluation form - for mediator certification
- N. ADR Tracker spreadsheet – for CORE PLUS data collection
- O. Complaint Process Flow Charts – EEO and AGP

1. Departmental Policy and Objectives of the CORE PLUS Program

The CORE PLUS program is established in the Departmental Manual (DM) at 370 DM 770. This DM chapter applies to all bureaus and offices. The Office of Collaborative Action and Dispute Resolution (established at 112 DM 21) is responsible for overseeing implementation of the CORE PLUS program. The CADR office works in close coordination with the Directors of the Department's Human Resources and Civil Rights offices and the Office of the Solicitor to ensure that all CORE PLUS policies and

guidance are clear and consistent with all relevant laws, regulations and Departmental policies. The CADR office provides leadership in partnership with the Senior Counsel for CADR and the designated Bureau Dispute Resolution Specialists.

The DOI CORE PLUS program is an *integrated conflict management system* which is broader than an alternative dispute resolution (ADR) program. The implementation of the CORE PLUS program for effectively managing conflict in the workplace is the shared responsibility of all DOI employees. The operation of the CORE PLUS program crosses bureau and office boundaries and involves a coordinated effort across functional areas, including human capital, human resources, civil rights, collaborative action and dispute resolution, training centers and the attorneys.

The goal of the CORE PLUS program is for the Department of the Interior to fulfill its commitment to institute an *integrated workplace conflict management system* that creates an environment throughout the organization for raising all kinds of concerns, listening and being heard respectfully, and working collaboratively to solve problems effectively. An *integrated conflict management system* helps to develop a workplace where issues and concerns can be raised at the appropriate level, with confidence that they will be respectfully heard and responsibly dealt with, and creates a system for raising and resolving concerns that is fair, friendly, flexible and fast, and provides support and structures to ensure that this approach becomes routine daily practice.

The following conflict management principles and safeguards are included in the CORE PLUS program:

- Participation is voluntary for employees
- Management must send a representative to participate in good faith when an employee elects to pursue a conflict resolution or ADR process
- Confidentiality
- Options and choices to fit the situation
- Self determination by parties
- Representation
- Settlement Authority
- Good faith participation
- Use of official time
- Impartiality and credibility of assistance

The **4 R's of conflict management** are:

Recognize conflict
Respond strategically
Resolve appropriately
Reflect

For more information, see the Handbook on *Getting to the CORE of Conflict: Conflict Management Skills for the Department of the Interior* available at www.doi.gov/cadr.

Factors contributing to the success of the CORE PLUS program:

1. Demonstrated support of senior managers for the CORE PLUS program. Consistent verbal and written support of CORE PLUS by Department and Bureau leadership are important for building a culture of effective conflict management. The dissemination of CORE PLUS information to employees such as memorandum from leadership officials describing and endorsing the CORE PLUS program are important for the credibility of the CORE PLUS program.
2. Effective marketing and dissemination of consistent information about the CORE PLUS program to all employees throughout DOI, including current contact information about who provides conflict management assistance and how and where CORE PLUS services can be obtained.
3. The knowledge, skills, experience and impartiality of the CORE PLUS neutrals available to assist employees in resolving any workplace issue or concern.
4. Trust in the ability of the CORE PLUS network to encourage better communication and problem-solving at the earliest opportunity, to provide accurate information and appropriately refer to other sources of information and assistance, and to arrange for appropriate conflict management and dispute resolution assistance acceptable to the individuals involved.
5. The ability to keep commitments to maintain confidentiality. See Attachment A.
6. Education and skills training to promote conflict management competency.
7. Collecting data on experiences to allow for continuous improvement.

2. Scope of Coverage and Definitions

Who has access to the CORE PLUS program?

The CORE PLUS program covers any employee of the Department regardless of type and tenure of appointment including senior executives, supervisory and non-supervisory employees. However, bargaining unit employees cannot access the CORE PLUS program unless there is a specific authorization in the collective bargaining agreement, a Memorandum of Understanding (MOU), or other written agreement between the union and local management. See Attachment B.

What matters can be addressed in the CORE PLUS program?

Any type of employment issue or concern can be raised in the CORE PLUS program regardless of whether the issue satisfies the requirements of any formal complaint process. In rare instances a particular matter may be deemed inappropriate for an ADR process. Such determinations will be made by agreement between the Office of Collaborative Action and Dispute Resolution and the other appropriate office or senior leadership for the Office of Human Resources, the Office of Civil Rights, the Office of the Inspector General and/or the Office of the Solicitor.

When is CORE PLUS available?

CORE PLUS does not take the place of any other avenue of assistance or complaint process, but may provide neutral assistance in resolving an issue/s raised before, during or after a formal complaint process. The times for filing and processing a complaint under any other complaint procedure is not changed by seeking CORE PLUS assistance. The offer and election to pursue ADR may be made as part of other available complaint processes. For example, ADR is offered by an EEO counselor at both the informal counseling stage and the formal complaint stage of an EEO discrimination complaint. An employee who elects to pursue ADR to seek a resolution of their concerns, is electing to participate in the CORE PLUS program and will have access to any of the neutrals available to DOI including in-house neutrals or external sources of neutrals or services. If the matter is not resolved, the employee may continue with the EEO complaint process. Once the EEO complaint process is ended, an employee or a manager may seek CORE PLUS assistance to address additional issues or concerns, such as how to improve communication or re-build trust.

What type of assistance is available through the CORE PLUS program?

In addition to ADR processes such as mediation and group facilitation, the CORE PLUS program includes individual consultation, conciliation, conflict coaching, leadership coaching, training and team-building.

3. CORE PLUS Program Requirements and Responsibilities

Implementation and operation of the CORE PLUS program is a shared responsibility that crosses bureaus, offices and functions. CADR coordinates with Office of the Secretary and Office of Solicitor leadership and offices including Human Capital, Human Resources, Civil Rights, and Division of General Law in SOL, and provides information and assistance for senior management and employees in the Office of the Secretary and in the Bureaus upon request.

The designated Bureau Dispute Resolution Specialist (BDRS) coordinates with CADR and fellow BDRS from other bureaus and offices, as well as Bureau leadership including Human Resources, Civil Rights, and the Solicitor’s office and may assist managers and employees from other bureaus and offices on request.

Up to date contact information should be provided to Bureau employees by the BDRS. See Attachment K.

All procedural forms for the operation of CORE PLUS are found in Attachments C – J.

The roles and responsibilities of the BDRS, CORE PLUS Coordinators and CORE PLUS Neutrals are explained in the DM Chapter.

Time Frames and compliance with other processes.

Insert EEO complaint process and AGP flow charts. See Attachment O.

Lay out CORE PLUS time frames and reference other relevant policies and guidance including:

- Administrative Grievance Procedures found at www.doi.gov/hrm
- Reasonable Accommodation Policy found at www.doi.gov/hrm
- EEO and Sexual Orientation Discrimination Complaint Procedures and Diversity policies found at www.doi.gov/diversity
- EEO Process Chart found at www.doi.gov/diversity
- Whistleblower Protection program and IG role found at www.doioig.gov
- Conduct and Discipline Guidance found at www.doi.gov/hrm
- Performance Management Handbook found at www.doi.gov/hrm
- Ethics guidance found at www.doi.gov/ethics

CORE PLUS Steps and Procedures for Intake and Convening and Process Assistance.

A CORE PLUS manager, coordinator or roster member is contacted for conflict management information and/or assistance. This initial contact may be from another CORE PLUS person in your bureau or from another bureau or office, a senior manager, a supervisor, an employee or a union representative, an attorney representative, or an HR specialist, an EEO counselor or EEO specialist or complaint manager.

The initial contact discussion will reveal why you are being contacted and provide general information about the situation including:

- whether the individual is contacting CORE PLUS first before exploring other options
- whether ADR has been elected as part of a complaint process such as an Administrative Grievance or an EEO Pre-Complaint or EEO Formal Complaint
- the nature of the concern/s giving rise to the call
- the parties involved or impacted by the situation
- the person's objectives for calling
- what additional information is needed to provide appropriate assistance

As the recipient of the call, a CORE PLUS person should be asking themselves and the caller a series of questions to clarify the situation and identify options and any additional sources of information and possible assistance. The CORE PLUS person should explain their role, share any potential conflicts of interest and discuss the extent of confidentiality that can be provided for the discussion. This initial call may lead to additional calls, inquiries or meetings by you and/or by the caller before a process can be arranged. An employee or manager may also need information about their rights and responsibilities in order to make an informed choice about how best to proceed, and you should refer them to talk with an EEO specialist, an HR specialist, an EAP counselor or the IG or other available resource depending on the concerns raised and their needs.

Step 1: Complete an intake form and assign a case ID #. Have the incoming caller sign the intake form acknowledging they have been advised of their EEO rights. If the party has not been to EEO, provide a copy of signed intake form to the Bureau or Office EEO Director.

Step 2: Questions to ask caller to clarify situation and needs and to identify parties to involve.

Step 3: If an ADR process such as a mediation is agreed to be the appropriate process, the CORE PLUS person should contact all parties to the mediation process to explain the mediation process, identify the appropriate participants, assist the participants in selecting an acceptable mediator (whether that is you or another mediator that is acceptable to all parties) and a date, time and neutral location for the mediation, and to assess any special needs that should be accommodated for the mediation session.

Step 4: If an informal assessment reveals that some other conflict management process may be appropriate or more beneficial, but it is not clear what process/es to use, then a more formal climate assessment by a neutral can be conducted. If the informal assessment reveals that individual coaching, training, or a group facilitation or problem-solving process, is warranted and likely to meet the identified needs, then the CORE PLUS person should clarify the steps for setting up such a process with the management representative/s and/or the initial caller to determine how to engage any additional participants and address issues such as cost, location, appropriate neutral to provide assistance.

Step 5: Confirm process arrangements and next steps with all participants and neutral selected if not you and provide any forms needed including Agreement to Mediate, settlement template/s, and Evaluation forms.

Step 6: Ensure that all process information is recorded on the CORE PLUS tracking spreadsheet either by you, the neutral providing assistance, or another appropriate CORE PLUS person as determined by your BDRS.

Step 7: If full resolution is not reached, provide the parties with a Notice of Results and Options.

Step 8: If resolution is reached by the parties, the terms of their agreement should be in writing, and the draft settlement agreement or memorandum of agreement should be reviewed for technical sufficiency before it is signed by all parties to the agreement. *If the agreement resolves an EEO pre-complaint or formal complaint, it should be reviewed by the EEO Director or their designee. If it resolves an administrative grievance it should be reviewed by an HR specialist. The amount of money involved in the agreement determines whether an attorney must also review the terms.-see settlement DM language and CORE PLUS DM language for consistency.*

Step 9: If a case was referred from an AGP or EEO complaint process, you should notify the appropriate HR or EEO person when the ADR process is ended and whether or not an agreement was reached.

Step 10: Provide the parties with a process evaluation form and a pre-addressed envelope to the CADR office or the BDRS or their designee.

How can an employee request conflict management assistance or an ADR process?

By calling, visiting or emailing anyone in the CORE PLUS program including a BDRS, a CORE PLUS Program Manager or Coordinator, a CORE PLUS roster member, the CADR office, Senior Counsel for CADR or by asking their supervisor, an EEO counselor or a human resources specialist to help them access CORE PLUS assistance.

How can an employee contact a CORE PLUS Coordinator or Roster member?

By phone, in person, by email or through the CADR website at www.doi.gov/cadr/coreplus.

Who assists the parties in determining what type of assistance is appropriate and selecting the neutral to provide that assistance?

This initial consultation or convening assistance can be handled by any BDRS, CORE PLUS Coordinator, or CORE PLUS roster member or an EEO Counselor or Human Resource Specialist or by the primary contact for either of the Blanket Purchase Agreement (BPA) vendors.

There are several sources of skilled conflict management and conflict resolution neutrals available to assist DOI employees. One source of neutral assistance including certified mediators, facilitators and trainers is the CORE PLUS Roster managed by the CADR office and the BDRS for shared use by all Bureaus. This in-house roster includes approximately 75 certified CORE PLUS Neutrals at any time who are DOI employees from all regions of the U.S.

In addition, the CORE PLUS program includes access to trained and experienced mediators from other federal agencies through the Federal Government Shared Neutrals program in DC and other federal rosters of neutrals maintained and coordinated by the Federal Executive Boards (FEBs) in several regions. The Federal Mediation and Conciliation Service (FMCS) is another source of experienced mediators and facilitators available at a fixed rate cost. CADR has negotiated a standard process with FMCS to give any bureau or office the ability to acquire an FMCS mediator, facilitator or trainer from any part of the country through a simple standard process.

In addition, the CADR office has awarded contracts for a full range of CORE PLUS assistance from private professionals. These Blanket Purchase Agreements were awarded to Centre Consulting, Inc. and SRA International. See Attachment J for more information on the BPAs.

A BDRS, a CORE PLUS Coordinator or CORE PLUS Neutral or anyone in the CADR office can help individuals determine the most appropriate resource to use and can help them to access the assistance they need. The decisions about what type of assistance is appropriate and who can best provide those services are very important ones. They should be made based on the specific circumstances in each situation. Typical criteria and factors to consider in making these decisions will include the expectations, objectives and needs of the parties involved as well as the timeframe, location, budget, nature and complexity of the issues to be resolved, number of parties involved, potential conflicts of interest, and availability of the neutral.

How will a real or perceived conflict of interest be handled?

Any real or perceived conflict of interest or lack of impartiality or neutrality should be avoided. If a concern is raised by any party, the matter should be referred to another qualified person for assistance to avoid any potential lack of trust in the process.

How can an ADR process be ended?

Any party to any conflict resolution process may terminate the process at any time or the neutral may terminate the process.

Notice of Results and Options.

This form is provided to the parties by the CORE PLUS Coordinator or the CORE PLUS Neutral when a CORE PLUS Process is completed and the matter was not fully resolved. See form at Attachment G.

Within 3 days of expiration of the CORE PLUS process, or within 3 days of a determination by the CORE PLUS Neutral that resolution cannot be achieved in the CORE PLUS program, the Neutral or Coordinator, as appropriate based on Bureau or office procedures, will issue a Notice of Results and Options to the employee who initiated the contact. The Notice of Results and Options summarizes the steps taken in the CORE PLUS program and informs the employee of other potential avenues of redress. When needed, the CORE PLUS Neutral will assist the employee in finding the right person to contact regarding any formal action being considered or pursued. The CORE PLUS Neutral will never determine what other avenues are appropriate or whether the time frames for other avenues of redress have been met, but will refer the employee to the appropriate office or individual for proper guidance.

Settlement Agreements. See Attachment I.

Written Agreements may include settlement agreements or, in appropriate circumstances, less formal memorandum of agreement. Written agreements may not violate any applicable laws, rules, regulations, collective bargaining agreements, or written policies of the Department of the Interior. If technical, legal or administrative review reveals such a violation in a proposed agreement between or among the parties or participants in a CORE PLUS process, the CORE PLUS Neutral shall establish a reasonable extension of time for the parties to reach a viable alternative resolution.

Written agreements should be signed and dated by all parties to the process. The CORE PLUS Neutral will provide each party and other appropriate officials who need to know under Department policies and procedures, with an original copy of the settlement agreement. It is important to ensure that any agreement is carefully drafted to accurately capture the terms of any agreement reached between the parties, and to seek appropriate technical guidance and review, prior to the final signing of a settlement agreement, in order to ensure that all terms are consistent with relevant laws, regulations, collective bargaining agreements and Department policies before the parties end the CORE PLUS process.

*The Department has developed new guidance on **settlement authority** which includes agreement templates and sample language. See ___ DM___.*

Record-keeping – see CORE PLUS DM on who keeps what records and when. The CADR office and the Senior Counsel for CADR are developing a privacy act system of records for the CORE PLUS program. CORE PLUS files are maintained only for cases where services are provided and the documents to be kept after a process is completed are listed below. The BDRS in each bureau or their designee is responsible for the appropriate retention of these records and for providing aggregate data to the CADR office at the end of each fiscal year. Consistent with the ADRA, DOI's confidentiality policy and applicable NARA schedule, the CORE PLUS records to be maintained for 3 years are:

Intake Form
Agreement to Mediate
Tracking data
Notice of Results and Options Form
Copy of signed written agreement
Evaluation forms

4. Sources and qualifications for CORE PLUS neutral assistance.

CORE PLUS Roster of In-House Neutrals – See Attachment J.
Qualifications for CORE PLUS Neutrals
Certification Requirements
Ethical responsibilities for neutrals – mediators, facilitators and coaches
DOI Roster operation and background document on Roster

External sources and operations – See Attachment J.
Shared Neutrals programs- in DC (managed by HHS) and Regions (FEBs)
Federal Mediation and Conciliation Service (FMCS)
Blanket Purchase Agreements (BPA) awards and procedures
Provides easy access to private sector practitioners and program assistance

5. Training for CORE PLUS program – training calendar available at CADR website.

CADR develops training modules and curriculum to support CORE PLUS program, delivers training, and coordinates with training centers on:

- A. CORE PLUS roster members' training - basic and annual advanced skills training.
- B. No Fear Act training on ADR.
- C. Getting to the CORE of Conflict: Conflict Management Skills for DOI.
- D. CORE PLUS education and training for EEO and HR staffs.
- E. CORE PLUS program orientation module on DOI LEARN for any employee.
- F. Advocacy in Mediation training for attorneys.
- G. Confidentiality training for CORE PLUS program for BDRS, CORE PLUS Coordinators, CORE PLUS Roster members and employment attorneys.
- H. Convening skills training for all BDRS, CORE PLUS coordinators and Roster members.
- I. Difficult Conversations or Crucial Conversations training.

6. Tracking, Evaluation and Reporting Procedures

CORE PLUS Tracker to be used by all bureaus and offices – with common fields to be tracked. See Attachment N.

Optional Evaluation forms for use by all bureaus and offices. See Attachment L. Annual reporting format and due dates to be established by the CADR office in consultation with the IDRC – proposal for fiscal year reports to be submitted by each BDRS by November 30 each year and compiled for publication by CADR office by Jan. 15 each year.

7. Additional sources of information

Another source of general information and guidance on ADR in the federal government is www.adr.gov. This is the website for the Federal Interagency ADR Working Group. DOI is a member of this Federal Interagency group and DOI's designated Dispute Resolution Specialist is a member of the interagency ADR Working Group Steering Committee.

ATTACHMENTS:

- A. CORE PLUS Confidentiality policy and Sample Confidentiality Clauses
- B. Memorandum for Unions and Sample MOU on CORE PLUS
- C. CORE PLUS Intake form
- D. ADR Election form
- E. Agreement to Mediate form
- F. Example of conflict coaching agreement
- G. Notice of Options and Results form
- H. Designation of Representative form
- I. Guidance on Settlement Authority and Sample Settlement Agreements
- J. Sources of Neutrals Information
 - CORE PLUS Roster and CORE PLUS Blanket Purchase Agreement Awards and Operating Procedures
 - Shared Neutrals and FMCS and FEBs
- K. CORE PLUS contact information sheet
- L. CORE PLUS Participant evaluation form
- M. CORE PLUS neutral evaluation form
- N. ADR Tracker input form
- O. Complaint Process Flow Charts – EEO and AGP

**Department of the Interior
Confidentiality Policy for CORE PLUS and the use of ADR to Resolve Workplace
Conflicts or Disputes**

References and Background

Administrative Dispute Resolution Act of 1996 (ADRA), 5 U.S.C. § 574, *et seq.*

Section-by-Section Analysis of Confidentiality Provisions

Questions and Answers on Confidentiality under the ADRA

Guidance on Confidentiality Statements for Use by Neutrals

Confidentiality: Guide to "Confidentiality in Federal Alternative Dispute Resolution Programs" (guidance to assist federal agencies in developing ADR programs)

December 29, 2000

Guide to Confidentiality Under the Federal Administrative Dispute Resolution Act prepared by the ABA Ad Hoc Committee on Federal ADR Confidentiality (March 2005)

Protecting the Confidentiality of Dispute Resolution Proceedings: A Guide for Federal Workplace ADR Program Administrators prepared by the Interagency ADR Working Group Steering Committee (April 2006)

The documents identified above form the critical foundation upon which confidentiality guidance for the Federal ADR Administrators is based. Agency policies on confidentiality must conform to these guidance documents.

The Department of the Interior (DOI) has prepared the following materials to assist Bureau Dispute Resolution Specialists (BDRS), CORE PLUS coordinators, Human Resources and Civil Rights professionals, the Solicitor's office employment attorneys, neutrals, and parties in understanding and implementing ADR confidentiality policies in the context of resolving workplace conflicts or disputes. All BDRSs and CORE PLUS coordinators should have access to these documents, and make these materials available to neutrals (internal and external), party and non-party participants as appropriate, and others who may need information on confidentiality in the ADR process. This document is divided into two sections:

- Basic DOI policy based on ADRA of 1996
- Model confidentiality provisions to be used in agreements to mediate

Note: This is not a static document. As new information and guidance becomes available, it will be revised to reflect the most up-to-date guidance.

Department of the Interior Confidentiality Policy

The DOI Confidentiality Policy to support CORE PLUS is designed to protect confidentiality in the resolution of workplace conflicts or disputes to the maximum extent provided by the Administrative Dispute Resolution Act of 1996 (ADRA). The Department considers confidentiality to be integral to an effective ADR program and provides guidance and support to neutrals and parties that engage in the use of CORE PLUS to resolve workplace conflicts or disputes. The ADRA provides a confidentiality standard for neutrals that work with the parties to resolve a conflict or dispute and a related but somewhat different standard for the parties. Although the ADRA provides greater detail, the following are the most important confidentiality provisions of the ADRA:

- A. “Dispute resolution proceeding” is a process in which an alternative means of dispute resolution is used to resolve an issue in controversy where a third party neutral is used to assist the parties participating in the process resolve the issue. The proceeding generally encompasses multiple stages, including intake, assessment, convening, the ADR session and the related activities necessary to execute a final settlement agreement between the parties.
- B. “Alternative means of dispute resolution” includes any procedure that is used to resolve issues in controversy, including, but not limited to conciliation, facilitation, mediation, fact finding, use of ombuds, or any combination thereof.
- C. “Dispute resolution communication” means any oral statement made or written communication specifically prepared for the dispute resolution proceeding, by the neutral(s), parties or non-party participant(s). However, a written agreement to enter into a dispute resolution proceeding or a final written agreement reached as a result of the proceeding is *not* confidential.
- D. A “communication provided in confidence to a neutral” means any oral statement or written document given to a neutral during a dispute resolution proceeding. It must be made with the express intent that it not be disclosed or provided under circumstances that would create a reasonable expectation that it not be disclosed. This type of communication may occur during an ADR session or mediation when one party is communicating directly to the neutral, outside the hearing of the other party (e.g., in caucus).
- E. The **neutral** shall not voluntarily disclose or be required to disclose any dispute resolution communication or any communication provided in confidence to the neutral unless:
 - 1. All parties, the neutral, and any nonparty participant, consent in writing.
 - 2. The communication has already been made public.
 - 3. A statute requires that the communication be made public, but the neutral should disclose it only if no other person is reasonably available to disclose it.
 - 4. A court determines that such testimony or disclosure is necessary to:

ATTACHMENT A

- (a) Prevent manifest injustice;
 - (b) Help establish a violation of law; or
 - (c) Prevent harm to the public health or safety,

of sufficient magnitude in the particular case to outweigh the integrity of dispute resolution proceedings in general by reducing the confidence of parties in future cases that their communications will remain confidential.
- F. The **parties** shall not voluntarily disclose or be required to disclose any dispute resolution communication, unless:
 - 1. The communication was prepared by the party seeking disclosure;
 - 2. All parties consent in writing;
 - 3. The communication has already been made public;
 - 4. A statute requires that the communication be made public;
 - 5. A court determines that such testimony or disclosure is necessary to:
 - (a) Prevent a manifest injustice;
 - (b) Help establish a violation of law; or
 - (c) Prevent harm to the public health or safety,of sufficient magnitude in the particular case to outweigh the integrity of dispute resolution proceedings in general by reducing the confidence of parties in future cases that their communications will remain confidential.
 - 6. The communication is relevant to determining the existence or meaning of an agreement reached in the ADR proceeding or to the enforcement of the agreement; or
 - 7. The communication was provided to all parties to the dispute resolution proceeding. This does not include communications generated by the neutral.
- G. The parties may agree to alternative confidentiality procedures for disclosure by a neutral as long as they inform the neutral before commencement of the dispute resolution proceeding.
- H. The parties may agree to alternative confidentiality procedures for disclosure by the parties, and they could agree to hold communications made available to all parties confidential.
- I. If alternative confidentiality procedures provide for less disclosure than provided by the ADRA, the neutral or the parties may be required to disclose these communications under the Freedom of Information Act, other statutory authorities, or a court order, despite their agreement not to disclose.
- J. If a demand for disclosure by way of discovery or other legal process is made upon a neutral regarding a dispute resolution communication, the neutral shall make reasonable efforts to notify the parties and any affected nonparty participants of the demand. If the party or participant does not offer to defend the neutral's refusal to disclose the requested information within 15 days, the neutral may disclose the information.

ATTACHMENT A

In addition to the basic protections of the ADRA, the Department is adopting the following confidentiality protections to support the operation of CORE PLUS in resolving workplace conflicts or disputes:

1. The ADRA confidentiality provisions do not cover communications provided to all parties in joint sessions, *except* those generated by the neutral. Because the Department believes that open communication between the parties in a joint session is beneficial to the effective resolution of workplace disputes and that the parties should have confidence that sensitive communications will not be shared beyond the ADR session, the Department recommends that the parties include an additional provision in their written mediation agreement that communications by parties and non-party participants in joint sessions will be confidential. It is important for all parties to be aware, however, that even if this provision is included in the mediation agreement, if communications made during a joint session when all parties are present should be requested through a Freedom of Information Act (FOIA) request or through other statutory or legal process, these communications may not be protected from disclosure. The ADRA does not legally provide such protection. (There may be confidentiality exceptions in FOIA or other statutes that still protect sensitive information from disclosure based on the provisions of those statutes.) Because the protections recommended here go beyond the provisions of the ADRA, the communications protected are only protected as an agreement between the parties. The parties must understand that the ADRA does not provide for recourse if one party does not abide by the agreement and shares information that he/she agreed would be kept confidential. Of course, the parties may opt out of this additional confidentiality protection if they delete this provision from their agreement, and their communications within a joint session will not be confidential in accordance with the ADRA.
2. Where communications made in the course of mediation or other ADR process involve allegations that must be reported by management officials, including information about, or allegations of, harassment, waste, fraud, abuse, violations of statutory or regulatory law, a prohibited personnel practice, violations of Title VII, or similar types of allegations, the following policy applies:
 - (a) A neutral may not reveal this information unless the written agreement to mediate specifically provides that the neutral may reveal such information. Even if the neutral is a management official within the Department, discussing these issues with the neutral does not constitute a report for the purposes of putting the agency on notice. If a statute requires that the dispute resolution communication must be made public, the neutral must reveal the communication, but only if no other person is reasonably available to disclose the communication. If the parties wish to permit the neutral to reveal this type of communication, the confidentiality agreement must specifically state that such information is not confidential.

ATTACHMENT A

(b) The parties may not disclose the allegation if they agreed in their mediation agreement to keep communications in a joint session confidential. If they have opted out of the agreement to keep communications in a joint session confidential and the information was not generated by the neutral, the parties may reveal the communication. However, if a statute requires that the dispute resolution communication must be made public, the party must reveal the communication. (Additional guidance on Access Requests for information on statutes that may be invoked will be provided.)

(c) Statements made by neutrals in mediation sessions, whether in caucus or joint sessions, are protected from disclosure, and managers or other persons may not require that they reveal confidential communications that are protected by the ADRA.

3. The neutral or a party should disclose communications that involve credible threats of serious bodily injury or psychological harm, criminal activity, or serious harm to the public health or safety. This exception is included in the standard agreement to mediate.
4. The Office of CADR, the Office of the Solicitor, and the Office of Inspector General (OIG) will endeavor to negotiate an agreement regarding access by OIG to confidential communications within the ADR process. Maximum protections will be sought to ensure the integrity of ADR proceedings in the Department. An understanding between the OIG and CADR will control the kinds of communications that the OIG will be able to obtain from a neutral or party when the requested information was generated through an ADR process.

DRAFT

Memorandum

To: DOI Union Representatives .

From: Sharlyn Grigsby
Director, Office of Human Resources

Elena Gonzalez
Director, Office of Collaborative Action and Dispute Resolution

Subject: Using CORE PLUS: Benefits for Unions and Bargaining Unit Employees

Through your representation duties, you are undoubtedly aware that conflict in the workplace is inevitable. The ways we work through and respond to conflict, however, determine its outcome and impact. The Department's Conflict Resolution (CORE PLUS) program offers an option for you to provide effective representation to bargaining unit employees - - at no cost to the union - - in the resolution of grievances or complaints.

The CORE PLUS process is voluntary and informal, addresses all types of employment concerns, improves communication and reduces tension. CORE PLUS helps participants focus on their values and interests to develop solutions that work for everyone. Be assured the CORE PLUS Specialists have been trained as impartial third party conflict resolution neutrals and are NOT management advocates. However, if you ever feel that they are not neutral or not acting in your best interest, the process can be terminated at any time.

There are several sources of skilled conflict management and conflict resolution neutrals available to assist employees throughout the country. One source of neutral assistance is the CORE PLUS Roster managed by the Office of Collaborative Action and Dispute Resolution (CADR) for use by all Bureaus which includes approximately 70 certified CORE PLUS Specialists from within the Department. Some CORE PLUS Specialists are from the union ranks (including union presidents and stewards) and we are open to and encourage the unions to nominate individuals to become certified to serve as CORE PLUS Specialists.

In addition, the CORE PLUS program includes access to trained and experienced neutrals from other federal agencies including the Federal Mediation and Conciliation Service and from the private sector.

The authority and policy manual for CORE PLUS are found in the Departmental Manual at 370 DM 770. Since the representational duties in CORE PLUS parallel those found in most bargaining unit agreements, union representatives could be very helpful in providing this representation in an effective manner. The CORE PLUS implementation handbook also recognizes collective bargaining rights by stating, with respect to written

ATTACHMENT B

agreements, that they may not violate applicable law, rule, regulation, collective bargaining agreements, or written policies of the Department of the Interior. All that is needed to enable bargaining unit employees and unions to utilize the CORE PLUS process is a memorandum of understanding (MOU) (or contract language) at the level of recognition. In developing an MOU, the union is encouraged to work with local management to clearly define the involvement the union wants to have in the CORE PLUS process. For example, Unions may wish to participate in every CORE PLUS process or only at the request of the employee. The parties should also discuss at what point, if any, the union wishes to be notified that a bargaining unit member has contacted CORE PLUS for assistance. Finally, the union and local management should describe what role the union wishes to have in any settlement discussion in a CORE PLUS proceeding.

By using CORE PLUS, unions and bargaining unit employees have access to its many benefits:

- * Provides a cost-effective method to represent union members
- * Provides a safe place for difficult conversations and impartial assistance tailored to meet the needs of each situation
- * Process is confidential to the maximum extent of the law
- * Disputes among members of the local bargaining unit can be addressed
- * Disputes are resolved at the earliest opportunity and the lowest appropriate level
- * Union representation is welcomed in the process
- * Unions review and/or approve settlement agreements to ensure consistency with contract
- * Process can be terminated at any time

We encourage you to consider utilizing the CORE PLUS program in your bargaining unit. If you would like more information or have any questions regarding the CORE PLUS program, please feel free to contact DOI's Office of Collaborative Action and Dispute Resolution (CADR) at (202) 327-5383 or visit www.doi.gov/cadr. You may also contact the Servicing Human Resources Office for the bargaining unit you represent.

Guidance on CORE PLUS MOUs for Unions and Management

General:

It is important for each MOU to address issues such as:

1. What, if any, involvement does the union wish to have in the CORE PLUS process? Unions may wish to participate in every CORE PLUS case, no CORE PLUS cases or somewhere in between (for example, at the request of the employee).
2. At what point, if any, does the union wish to be notified that a bargaining unit member has contacted a CORE PLUS Specialist or their SHRO for informal resolution of a grievance? Unions may wish to be contacted immediately for all cases, be contacted for specific cases only, be contacted by the employee requesting CORE PLUS services only.
3. What role, if any, does the union wish to have with regard to any settlement discussions?

The most effective way of addressing the union's role in CORE PLUS is, as indicated, through either an MOU or as part of collective bargaining. However, it is important to keep in mind that, even in those instances where the union has entered into an agreement with management on CORE PLUS but has not specified its role, the union does have certain statutory rights with regard to the process. If the matter of concern to the employee is not one that is specifically excluded from the current collective bargaining agreement, the union has a right to be notified and present during any and all discussion with regard to the grievance, including settlement.

EXAMPLE

**Memorandum of Agreement
Use of the CORE PLUS Program**

The parties (Union and Management) agree that bargaining unit employees may elect to utilize the CORE PLUS Program established in the Departmental Manual, 370 DM 770, and in the CORE PLUS Handbook. The parties therefore agree to the following provisions:

1. If CORE PLUS services are requested, the bargaining unit employee shall contact a CORE PLUS Specialist (or request assistance from their Servicing Human Resources Office) within the designated Bureau/Office. The parties agree to use the CORE PLUS Program guidelines established in the Departmental Manual, 370 DM 770 and accompanying Handbook. *(Here, the MOU should also reflect what involvement, if any, the union wishes to have in the CORE PLUS process as well as at what point the union wishes to become involved. For example, does the union wish to be notified of and involved in every CORE PLUS case involving a bargaining unit employee or does it wish to only be involved in those where the employee requests its participation? Another option would be for the union to be notified of each CORE PLUS case and then determine if it wishes to be involved on a case-by-case basis).*

If the parties voluntarily reach an agreement/settlement through CORE PLUS mediation, they will be bound by the agreement/settlement. If no agreement/settlement is reached, the party may seek formal redress, as provided in the Negotiated Grievance Procedures of the Collective Bargaining Agreement (or the Administrative Grievance Procedures, if no NGP and use of these procedures has been agreed to by the parties) within fifteen (15) days after the CORE PLUS mediation process and a "Notice of Results and Options" form is completed. *(Here, the MOU also should reflect what the union's role, if any, will be during any settlement discussions. For example, does the union wish to be present during the settlement process or does it prefer to be notified of the settlement later [or not at all]? Another option would be for the settlement entered into by the principal parties to be tentative pending discussion with the union).*

2. Initial contact with a Conflict Resolution Specialist does not require supervisory approval. A reasonable amount of official time will be allowed without charge to leave or loss of pay in accordance with pertinent regulations.

ATTACHMENT B

3. The CORE PLUS mediation sessions will be held, if possible, on DOI premises and during the regular administrative work hours. If in a duty status, the parties to the complaint, Union Representative, or any employee called to participate in a CORE PLUS meeting will be excused from duty as necessary by his/her supervisor. Designated Union representatives and/or witnesses will not suffer loss of pay or charge to leave.

4. In accordance with 370 DM 770, the CORE PLUS process will normally not exceed 45 days unless otherwise agreed to by the parties. If the mediation process is used, an "Agreement to Mediate" form will be completed by the CORE PLUS Specialist and signed by both parties and their representatives, if any. Copies of the final signed agreement will be provided to all parties (*Here, MOU should specify if the Union wishes to receive a copy of the final signed agreement*) and the original document maintained by the designated Bureau Dispute Resolution Specialist (or CORE PLUS Dispute Resolution Manager).

5. Issues discussed during CORE PLUS sessions are considered confidential to the maximum extent possible and will only be disclosed to those with a need-to-know (as defined under 370 DM 770).

Signatures of the Parties:

Union

Management

Date:

DEPARTMENT OF THE INTERIOR
CORE PLUS INTAKE FORM

NAME OF INTAKE PERSON: _____
CASE ID NO.: _____

NAME/ TITLE/ PHONE NO. OF INDIVIDUAL MAKING INITIAL CONTACT:

BUREAU OR OFFICE: _____

NAME OF MANAGERS/EMPLOYEE/S WITH TITLE/S AND CONTACT INFO.:
1. _____
2. _____

DATE OF INITIAL CONTACT: _____

BASIC CONCERNS/ISSUES RAISED:

IS THE EMPLOYEE EXPLORING OR PURSUING ANY OTHER AVENUE OF REDRESS? YES: _____ NO: _____

IF YES, WHO ELSE HAS EMPLOYEE CONTACTED ABOUT THESE CONCERNS?

NOTICE TO EMPLOYEE: IF YOU BELIEVE YOU MAY HAVE BEEN DISCRIMINATED AGAINST ON ONE OR MORE OF THE FOLLOWING "BASES": RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, PHYSICAL OR MENTAL DISABILITY, AND/OR SEXUAL ORIENTATION, YOU MAY FILE AN EEO COMPLAINT. **YOU MUST** DISCUSS THE PROBLEM WITH AN EEO COUNSELOR WITHIN 45 DAYS OF THE DATE OF THE INCIDENT THAT GAVE RISE TO YOUR COMPLAINT.

EMPLOYEE SIGNATURE _____
DATE _____

ASSISTANCE PROVIDED/METHODS USED/AND RESULTS:

NOTICE OF RESULTS AND OPTIONS ISSUED? YES: _____ NO: _____

CORE PLUS ADR ELECTION FORM

My options under the CORE PLUS program have been explained to me, and I have made a voluntary election to participate in the process identified below:

- To participate in a mediation.
- To participate in conflict coaching.
- Other: _____

I understand that if this process is not completed or if a resolution is not reached within the time period specified below, I will receive a Notice of Results and Options and will be referred back to any other complaint process I may be pursuing, such as a formal grievance or an EEO complaint, if applicable. This process will not continue beyond the date below unless all of the parties and the neutral involved in the process voluntarily agree to continue.

Location:
 Date and Time:
 Parties:
 Neutral:

ADR Process Status or Process Results will be reported by the following date:

Employee/Aggrieved

Date

Copy for:
 Employee
 EEO Official, if applicable
 Human Resource Specialist, if applicable
 CORE PLUS Coordinator and/or CORE PLUS Neutral
 Bureau Dispute Resolution Specialist

ATTACHMENT D

[Sample Memorandum confirming mediation or other neutral process (coaching or facilitation).]

Date

Memorandum

To:

From:

Subject: *ADR* Process Confirmed

I am writing to confirm the scheduling of a *mediation/conflict coaching/facilitation* process involving the participant/s listed above. Your mediation, conflict coaching/facilitation process will be held on *Day of Week, Month, Date, Year, at name of location with address*. The session will begin at ____ *a.m./p.m.* Please be sure to bring a picture ID in case you need it to enter the building.

The neutral selected to conduct this session is: *Name, title, and contact information*. Please advise this person immediately if you or anyone accompanying you has any special needs or a disability that may need to be accommodated during this session. The neutral will explain the process, assist you in clarifying the issues to be discussed and answer any process questions you may have at the start of the session.

You will be asked to review and sign the attached *agreement to mediate, conflict coaching agreement, facilitation process agreement* at the start of the session. This is a confidential process offered to assist participant/s with the resolution of workplace issues and concerns. The neutral *mediator, facilitator, coach* is impartial and has no authority to impose a decision, mandate any action by any party or decide the terms of any agreement. Any resolution, plan of action or agreement reached will be voluntarily decided and agreed to by the participant/s. The terms of any agreement must comply with relevant laws and regulations and DOI policies. Appropriate technical and legal advice will be available to the parties during this process if it is needed. The confidentiality provisions of the attached agreement will be discussed with the participant/s before the agreement is reviewed and signed by the participant/s. The neutral will not willingly testify as to the communications shared during this process during any subsequent inquiry or proceeding.

I appreciate your willingness to participate in good faith in this process to explore the resolution of workplace issues and concerns.

If you have any questions about this process, please call me at *phone no.*

Attachment

ATTACHMENT E

**CORE PLUS Agreement to Mediate
amended from Federal Shared Neutrals program**

The parties agree to participate in good faith in this mediation process. The parties understand that the mediation may be terminated at any time by any party or by the mediator/s. The mediator/s are impartial and have no authority to decide any case or to determine fault, and are not acting as advocates or attorneys for any party. The parties have a right to representation during the mediation.

The confidentiality provisions of the Administrative Dispute Resolution Act apply to this mediation. These provisions focus primarily on protecting private communication between parties and the mediator. Under the ADR Act, parties' oral communication to the mediator during the mediation are protected. The same is true for written communication parties prepare for mediation and give only to the mediator.

The parties understand that the ADR Act does not protect oral communications made with all other parties present or documents a party makes available to all other parties. The parties further understand that they can contract between themselves for additional confidentiality. Finally, the parties understand that despite this agreement for additional confidentiality, outside parties may still have access under the Freedom of Information Act to documents which a party makes available to all other parties.

In unusual circumstances, a judge can order disclosure of information that would prevent manifest injustice, help establish a violation of law, or prevent harm to public health and safety. Further, information concerning fraud and criminal activity or threats of imminent harm will not be considered confidential in this mediation.

No party shall be bound by anything said or done at the mediation, other than this Agreement to Mediate, unless a written agreement is reached and executed by all necessary parties. If an agreement is voluntarily reached, a memorandum of agreement or a settlement agreement shall be put in writing and, when signed and approved by the appropriate authorities for all parties, shall be binding upon all parties to the agreement.

By signature below, we acknowledge that we have read, understand, and agree to the terms of this Agreement to Mediate.

Party	Date
-------	------

Representative(s)	Date
-------------------	------

Party	Date
-------	------

Representative(s)	Date
-------------------	------

Mediator(s)

Date

ATTACHMENT E

**CORE PLUS PROGRAM
AGREEMENT TO MEDIATE**

All Parties agree to enter into mediation voluntarily, in good faith, and with a sincere desire to reach a mutually acceptable resolution to the matters brought to the attention of the mediator.

The provisions of this agreement are as follows:

- The mediator is a neutral third-party facilitator who will guide the Parties through a process designed to help them reach their own mutually acceptable resolution. The mediator is impartial, has no authority to decide any case, and will not make decisions about "right" or "wrong" or tell the Parties what to do.
- The parties enter mediation without fear of restraint, interference, coercion, discrimination, or reprisal of any kind.
- The confidentiality provisions of the Administrative Dispute Resolution Act apply to this mediation. These provisions focus primarily on protecting private communications between parties and the mediator. Under the ADR Act, the oral communications parties make to the mediator during mediation are protected. The same is true for written communications parties prepare for mediation and give only to the mediator.
- The parties understand that the ADR Act does not protect oral communications made with all the other parties present or documents a party makes available to all other parties. The parties further understand that they can contract between themselves for additional confidentiality. The parties therefore agree to extend the level of confidentiality afforded by the ADR act to include all communications between the parties, as well as between the parties and the mediators, including written communications.
- The parties also understand that despite this agreement for additional confidentiality, outside parties may still have access under the Freedom of Information Act to documents which a party makes available to all other parties.
- In unusual circumstances, a judge can order disclosure of information that would prevent a manifest injustice, help establish a violation of law, or prevent harm to public health and safety. Further, information concerning fraud and criminal activity or threats of imminent harm will not be considered confidential in this mediation.

- All Parties must be in agreement regarding who will be present during the joint mediation sessions. Parties may include themselves and any representative(s) either party proposes to be part of the informal mediation sessions. Proposed changes of personnel must be communicated to the Mediator in advance.
- All parties agree not to propose any punitive personnel action or proceed in another forum (such as the negotiated grievance, MSPB, EEO complaint process or administrative grievance procedure) as long as mediation continues without giving advance notice to the mediator.
- Management agrees not to take or propose any formal action which could adversely affect any party to this mediation prior to completion of the mediation, unless one or more of the Parties' conduct so seriously violates acceptable standards as to require immediate action.
- While all Parties seek to reach agreement through mediation, it is understood that mediation is voluntary and any Party may withdraw from mediation at any time. It is agreed that if one or more Parties decide to withdraw from mediation, good faith efforts will be made to discuss this decision and clarify next steps.
- If the mediator determines that it is not possible to resolve the issues through mediation, the process can be terminated once this has been conveyed to the parties and confirmed in writing.
- If an agreement is reached, the mediator will assist the Parties to prepare a written agreement draft to be reviewed as appropriate for technical and legal sufficiency and to then be finalized in a joint session with the Parties. Each party is advised that they may seek his/her own representative or legal counsel before the agreement is sent (if appropriate) for technical/legal or administrative review if needed, usually within 48 hours of receipt, to ensure the agreement meets all regulatory and administrative requirements. All reviews will take place before the Parties sign the final agreement.
- The ways in which any agreement arising out of this mediation may be used will be spelled out as a provision of the agreement itself. The parties agree that this will clarify all future uses of their written agreement.

I have read, understood, and agreed of my own free will and without coercion to each of the provisions of this agreement.

Party A signature & date: _____

Party B signature & date: _____

Mediator/s signature and date:

DRAFT

**FEDERAL MEDIATION & CONCILIATION SERVICE
UNITED STATES GOVERNMENT**

MEDIATION AGREEMENT

The undersigned hereby request the assistance of the FMCS in the attempted resolution of the dispute between them today. They understand that mediation is a voluntary process that may be terminated at any time. Further, the undersigned agree to maintain the confidentiality of all information disclosed in the course of the mediation:

1. The undersigned agree that all statements by the parties, participants or the mediator during the mediation process, and any documents created for or during these proceedings, are inadmissible and not discoverable for any purpose whatsoever, in any pending or subsequent judicial or other proceeding, absent consent of all of the parties, the mediator and the FMCS.
2. The undersigned agree not to subpoena the mediator or anyone else employed by FMCS to testify for any reason, nor to subpoena documents created for or during the mediation.
3. It is understood by the undersigned that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.
4. The undersigned shall not rely on, nor introduce as evidence in any proceedings any views, comments or suggestions made by any party or participant with respect to a possible settlement of the dispute, any admissions made by another party or participant in the course of the mediation proceedings, or any proposals, opinions, or comments of the mediator. It is understood that FMCS policy is such that the mediator's notes and records of the mediation content, if any, are routinely destroyed.

5. FMCS and its employees will be held harmless of any claim for damages for any act or omission occurring during, or in connection with, the mediation process.

6. The obligations imposed by this agreement are in addition to, and do not supercede, any obligations imposed by applicable state or federal laws regarding mediation confidentiality.

7. The undersigned agree to be bound by this agreement. By signing below, they represent that they have the full authority to bind their respective organization and/or members to this agreement.

Name/Title

Organization

Signature

Date

Name/Title

Organization

Signature

Date

Name/Title

Organization

Signature

Date

**CONFLICT COACHING AGREEMENT
For CORE PLUS PROGRAM**

This is a conflict coaching agreement, made this _____ day of _____, 2008,
between _____, the coachee, and _____, the coach.

The following is understood by us, as the basis for entering into this agreement to work together:

Conflict Coaching Roles and Responsibilities:

1. Conflict coaching is a structured and individualized process that facilitates enhanced awareness, knowledge and competency for effectively engaging in and managing interpersonal conflict. Conflict coaching is not counseling or therapy.
2. The coaches primary role and responsibility as coach in this relationship are to:
 - create the space for you to be comfortable to share, discover and grow
 - help you identify your goals and ways of reaching them
 - assist you to resolve a dispute or prevent a potential dispute from escalating unnecessarily
 - help you build conflict management competence and confidence
 - provide a structure and framework that guides you to identify and take action steps to reach your stated goals
 - help you explore challenges to reaching your goals
 - share feedback that helps you develop skills that provide alternative methods for effectively managing conflict

As your coach, I **do not** provide advice and do not act as your advocate or representative.

3. As the coachee, you agree to:
 - communicate honestly with me
 - be open to feedback and assistance
 - create the time and energy to fully participate
 - provide feedback to me on your perceptions of the coaching relationship and any changes that may be needed in direction or technique

Confidentiality:

As your coach, I will maintain complete confidentiality about the content of the coaching sessions unless:

- disclosure of the information is authorized by you, in writing
- you reveal an intent to harm yourself or others
- the information is required on an anonymous basis for educational or statistical purposes (but no names or identifiable information will be used)

ATTACHMENT F

- required by applicable laws or court order
- I am required to defend myself from complaint (in which case only information relevant to the substance of the complaint may be disclosed)

Voluntariness:

Either of us may end the coaching process at any time. If either or both of us decide to terminate the conflict coaching relationship, we will consider the optimum way to do so, which may include an explanation to the other.

Scheduling sessions:

We will schedule mutually convenient times to meet or speak, for 45 to 60 minutes up to ____ times per month for ____ months. However, we can reassess where you are in the coaching process and whether the process is achieving its objectives at the end of each session. We both agree to provide the other with at least 24 hours notice, if possible, if a session needs to be rescheduled.

Signatures and dates:

Coachee name and Date

Coach name and Date

**CORE PLUS PROGRAM
NOTICE OF RESULTS & OPTIONS**

RESULTS – Full and satisfactory resolution has not been achieved through the CORE PLUS process. The following is a confirmation that the process has ended and a brief summary of the steps taken regarding the issues and concerns presented to the CORE PLUS program.

Name of employee:

Name of CORE PLUS Coordinator or Neutral:

Date of Initial CORE PLUS Contact:

Type of CORE PLUS process assistance provided:

Final Results and Date CORE PLUS Process ended:

OPTIONS -- The following are the options that may be available to you:

1. If the issue or concern is covered under the DOI Administrative Grievance Procedure, you may file a formal grievance with your servicing human resource office within 15 days of receipt of this Notice.
2. If you are a member of a collective bargaining agreement, and the issue or concern is covered by a negotiated grievance procedure, you should contact a union representative for guidance on any options that may be available to you.
3. If the issue or concern is covered under the EEO regulations, i.e. if you believe you may have been discriminated against on one or more of the following “bases”: race, color, religion, gender, national origin, age, physical or mental disability, and/or sexual orientation, you may file an EEO complaint. You must contact an EEO Counselor within 45 days of the incident that gave rise to your complaint.
4. Other:

CORE PLUS Neutral or Coordinator signature: _____

Date: _____

cc: _____

**DESIGNATION OF REPRESENTATIVE FORM
FOR CORE PLUS PROGRAM**

All employees (non-management, supervisory and managers) involved in a CORE PLUS process have the right to be accompanied, represented and advised by a Representative of their choosing during any stage of the process except when such choice would result in a conflict of interest. A Representative should be someone who can proceed on the employee's behalf in a timely manner. A Representative may assist and counsel an employee in the preparation and presentation of their issues or concerns and may appear with the employee at any proceeding within the CORE PLUS process.

I _____, hereby designate _____, to act in my name as my Representative in all matters pertaining to my involvement in the CORE PLUS process in accordance with Department policy.

I understand that the authority and responsibility granted to the above-named person by virtue of this designation may be terminated by me at any time. Should the designation be terminated, I agree to notify the CORE PLUS Neutral of this action in writing.

Although the person named above may act for me in all matters pertaining to the issues or concerns raised, I further understand that the decision to withdraw from participation from the CORE PLUS program must be made by me personally and communicated to the CORE PLUS Neutral.

Name of Employee Designating a Representative

Signature of Employee Designating a Representative and Date

Name of Representative

Telephone No.

Signature of Representative and Date

SETTLEMENT AGREEMENT GUIDELINES For any Administrative complaints

THE WRITTEN SETTLEMENT AGREEMENT

If the agency and the complainant agree to resolve an administrative employment-related claim, the terms of the resolution must be reduced to writing and signed by the parties in order that the agency and the aggrieved employee have the same understanding of the terms of the resolution. The written agreement must state clearly the terms of the resolution and contain the appeal procedures available in the event that the agency fails to comply with the terms of the resolution.

The written settlement must reflect the agreement of the parties as to how they will relate to one another in the future. It must describe in detail the responsibilities each party has agreed to assume in order to resolve their dispute. **It is, therefore, important that the agreement be understandable, comprehensive and specific.** Upon reading the agreement, it should be clear who will do what, when, how, how much, and for how long.

Here are some points to keep in mind when drafting a settlement agreement.

1. Use plain English.
 - The language should be free of unnecessary acronyms or jargon.
 - Sentences should be simple and short.
 - There should be no use of ambiguous words such as “reasonable,” “soon,” or “practicable.”
 - Settlements should be as objective as possible. There should be no “fuzzy meanings” such as “when his/her supervisor is satisfied” or “when his/her performance improves.”
 - Settlements must be written in the active, not passive voice: “will rescind, cancel, expunge . . .” or “will pay the sum of . . .”
2. Refer to the parties by status or position, not by name.
 - Use “Director of the Office of People” rather than Michael Manageman (Michael may leave the agency or transfer to a different organizational unit).
 - Use “Complainant” rather than individual names.
3. Use settlement terms that are:

- Specific (intentions should be clear to everyone who reads the agreement).
- Measurable (who will do what, when, how, how much and for how long).
- Achievable (in accordance with laws, regulations, or policies).
- Documented in times (clear timelines for compliance, beginning date, number of days, how often, how long). Time **allowances must be made for routing the settlement agreement for approval and processing personnel actions.**

4. Here are some examples to use when writing a settlement agreement:

- a) The Director of the Office of People will make the following changes to the Complainant's 2002 Performance Appraisal within 30 days of approval of this settlement agreement:
 - 1) Change Critical Element Number 1 rating from Fully Successful to Highly Successful.
 - 2) Change Critical Element Number 3 rating from Fully Successful to Highly Successful.
 - 3) Change the Overall Summary rating from Fully Successful to Highly Successful.
- b) The Agency agrees to post a vacancy announcement and make a selection for a People Expert, GS-9999-12/13, in the Dorightbyme, Florida office within 30 days of the date this settlement agreement is approved. The position will be open to applicants in the local Dorightbyme commuting area only, and the area of consideration will be limited to Agency employees only. Management will provide the Complainant a copy of the vacancy announcement not later than the opening date of the announcement. The Complainant is encouraged to apply for consideration; however, the posting of this vacancy announcement does not constitute an agreement to select the Complainant for the position or any other position applied for by the Complainant.
- c) The Director of the Office of People will expunge the "Opportunity to Improve Period" (OIP) Memorandum dated March 14, 2002, from the Complainant's official personnel file within 30 days of the date this settlement agreement is approved.
- d) The Agency will pay the Complainant's Attorney, Jack Counsel/ABC & Associates, \$4,000.00 for attorney's fees within thirty (30) calendar days of the date that this agreement has been approved. Payment for attorney's fees will be by check or wire transfer in the amount \$4,000.00 (without deduction), and made payable to ABC & Associates.

- e) The Agency will pay the Complainant reasonable attorney's fees not to exceed \$3,000.00 within thirty (30) calendar days of receipt of attorney fees invoices as documentation and after review by the Solicitor's Office for reasonableness. The thirty (30) calendar days will begin on the date that this agreement has been approved and executed by the agency's approving authority (i.e., Solicitor, Director of Civil Rights, EEO Director). Proper documentation consists of an attorney's invoice showing the amount billed and/or a copy of the Complainant's check to the attorney in payment for the invoiced services.
- f) The Director of the Office of People agrees to reassign the Complainant to the Office of Employees, Dorightbyme, Florida, in the position of Supervisory Person, GS-9999-14 within thirty (30) calendar days of the date that this agreement has been approved and executed by the Agency's approving authority (i.e., Solicitor, Director of Civil Rights, EEO Director).
- g) The Agency will re-credit forty (40) hours to the Complainant's annual leave account balance within sixty (60) days of the date this settlement agreement is approved. The Complainant shall not lose any annual leave as a result of the additional forty (40) hours. If the additional forty (40) hours increases the Complainant's annual leave balance to an amount over the 240-hour limit on unused annual leave, then the additional forty (40) hours shall be restored in accordance with the agency's policy governing restoration of "Use or Lose" annual leave. The additional forty (40) hours shall be made available for the Complainant's use for a period of 2 years from the effective date of restoration.
- h) The Director of the Office of People, will place the Complainant in the next available Office of People Upward Mobility Position, Program Assistant (GS-7/9/11) in the Dorightbyme, Florida office. The position will include training and promotion opportunities available to the Complainant under the terms and guidelines governing the administration of the Upward Mobility Program. The Complainant will be placed in this Upward Mobility Position within ninety (90) calendar days of the date that this agreement has been approved and executed by the Agency's approving authority (i.e., Solicitor, Director of Civil Rights, EEO Director).
- i) The Agency will change the effective date of the Complainant's promotion from GS-11 to GS-12 from May 16 to January 16, 2001. Therefore, the Agency will pay the Complainant back pay in the amount of the difference in pay between the GS-11 Step 4 and GS-12 Step 1 grade levels for the period of January 16 through May 16, 2001. The Agency will complete this action within sixty (60) days of the date this agreement is approved.
- j) The Director of the Office of People, will approve the Complainant's request to transfer out of the Office of People for any available Program Analyst position for which he has applied and is qualified (as agreed to by both the gaining and losing

offices). The Director of the Office of People will release the Complainant for transfer no later than the end of the first pay period after the transfer approval date.

CONSIDERATION

A settlement agreement is a contract. Contracts are only valid when something of value is exchanged for something of value. For example, to resolve a failure to promote case, the aggrieved person/complainant may be given a step increase in exchange for withdrawing his or her complaint. In this scenario, the aggrieved person/complainant gets something of value (step increase) and the agency gets something of value (withdrawal of the complaint). This exchange of value, in contract terms, is known as consideration. There must be consideration for a contract to be valid. A contract that lacks consideration is void. An agency cannot satisfy consideration requirements by giving an aggrieved person/complainant something to which there is no dispute and he or she is entitled. For example, a promise not to discriminate is not valid “consideration” since it is something which is already required by law.

Yip v. United States Postal Service, EEOC Appeal No. 01A21290 (March 27, 2002). The operative portion of the settlement agreement provided “Both parties agree that, in order to promote a more harmonious relationship in the workplace, they will deal with each other fairly and treat each other with dignity and respect in the workplace.” The EEOC voided the settlement agreement for lack of consideration, and ordered the agency to reinstate the complaint from the point processing ceased.

LUMP SUM PAYMENTS

Lump sum payments are the preferred form of payments. If a lump sum payment is included in the settlement agreement, the settlement agreement must specify whether or not taxes will be withheld.

Greenwalt v. Department of the Air Force, EEOC Appeal No. 01A00224 (July 11, 2002). The settlement agreement was silent on the question of tax liability. The EEOC found the agency breached the settlement agreement when it treated the entire lump sum award as ordinary wages and made the usual payroll deductions.

OLDER WORKERS BENEFIT PROTECTION ACT

Any written agreement settling a claim under the Age Discrimination in Employment Act of 1967 (ADEA) must also comply with the requirements of the Older Workers Benefit Protection Act of 1990 (OWBPA) Pub. L. 101-433 (1990); the ADEA, subsection (f), 29 U.S.C. 626(f); and EEOC’s regulations regarding Waiver of Rights and Claims Under the ADEA at 29 CFR Part 1625.

Carter v. United States Postal Service, EEOC Appeal No. 01A13960 (January 8, 2002). The waiver provisions of the settlement agreement made no reference to the Complainant's rights under the ADEA, nor did it suggest that the Complainant consult with an attorney before signing the agreement. Therefore, the EEOC found that the settlement agreement violated the OWBPA and rendered the settlement agreement void.

CONFLICTING REGULATIONS

There may be some instances where a proposed settlement appears to be at odds with normal personnel procedures or practices contained in regulations implementing Title 5 of the United States Code or processing guidance of the Office of Personnel Management (OPM). Such situations could arise where OPM regulations or guidance foresee personnel actions taken in the normal course of business and do not generally discuss personnel actions taken pursuant to a court order or settlement. Title VII provides authority to enter into settlements of EEO complaints, and, likewise, Title VII provides authority for agencies to effectuate the terms of those settlements.

The Department of Justice's Office of Legal Counsel (OLC) has affirmed the broad authority of agencies to settle EEO disputes by applying remedies a court could order if the case were to go to trial. In an opinion interpreting the authority of an agency to settle a Title VII class complaint, OLC advised that a complainant can obtain in settlement whatever the agency concludes, in light of the facts and recognizing the inherent uncertainty of litigation, that a court could order as relief in that case if it were to go to trial. In the case it reviewed, which alleged discrimination in classification decisions, OLC determined that the agency could agree not to reclassify positions of specific employees downward because a court could enjoin reclassification of the positions of those employees if the court found some cognizable danger of recurrent violation. The OLC found the proposed settlement valid under Title VII even though OPM contended that the agency's authority to reclassify pursuant to applicable statutes, rules and regulations cannot be superseded by settlement.

Chapter 32, Section 6(b), of OPM's Guide to Processing Personnel Actions describes the procedure for documenting personnel actions taken as the result of a settlement agreement, court order, EEOC or MSPB decision.

FOR INTERNAL DISCUSSION PURPOSES ONLY

August 27, 2008

_____ DM

**Department of the Interior
Departmental Manual**

Effective date:

Series:

Part ____:

Chapter ____:

**Authority to Settle Administrative Employment-related
Claims**

Originating Office:

____ DM ____

____ **Purpose.** This chapter sets forth the Department's policy regarding the settlement of administrative employment-related claims.

____ **Policy.** It is the policy of the Department of the Interior (hereafter "Department"), where it is practicable and in the best interests of the Department and of the federal government, to settle administrative employment-related claims in accordance with this chapter.

____ **Authorities.** The Secretary of the Interior has delegated to the Solicitor the authority to, among other things, approve the settlement of administrative employment-related claims. The Solicitor's authority is set forth in Parts 205 and 209 of the Departmental Manual.

____ **Scope.** The policy and procedures described in this chapter cover administrative employment-related claims.

____ **Responsibilities and Implementation.**

- A. HR Responsibilities. All settlement agreements must be reviewed and concurred with by the Bureau/Office servicing personnel office for technical sufficiency of terms prior to any counter offer made in the context of an employment related claim.

- B. EEO Responsibilities. All EEO settlement agreements, whether informal or formal complaints, must be reviewed and concurred with by the servicing EEO office for technical sufficiency of terms prior to any counter offer made in the context of an EEO claim.

- C. SOL Responsibilities. SOL attorneys must review all settlement agreements for reasonableness and legal sufficiency. The Associate Solicitor for General Law

and Regional Solicitors may approve settlement agreements that involve amounts less than \$40,000 so long as no single component within the total settlement amount (e.g., attorney's fees and costs, compensatory damages, back pay or interest) exceeds \$20,000. Prior to making a settlement counteroffer, SOL Attorneys must submit all settlements involving the payment of more than \$40,000 or containing a component that involves the payment of more than \$20,000 first to the Office of Human Resources and the Office of Civil Rights for review and concurrence and then, through the Associate Solicitor, General Law, to the Solicitor in Washington, D.C. for approval. SOL will also ensure that bureau/office management has reviewed/concurred in accordance with their own policies and procedures.

D. Bureau/Office Responsibilities: To establish policies and procedures to assure sufficient management review and approval of proposed settlements.

E. Once a settlement agreement is fully executed,

- i. A copy of the settlement agreement must be sent to the appropriate bureau/office servicing personnel office so that it may implement the terms of the agreement that involve monetary payments, the initiation of personnel actions, etc.
- ii. Where the employment-related claim involves an EEO claim, the settlement agreement must be provided to the servicing bureau/office EEO Officer and the Director, Office of Civil Rights.
- iii. A copy of the settlement agreement may be provided to the appropriate management authority for implementation of its terms.

F. Implementation Responsibilities. All individuals having implementation responsibilities as set forth in Part E above are considered to be in a need to know status for purposes of the Privacy Act, 5 U.S.C. § 552a.

_____ **SOL Approval Procedures**. In order to obtain the Solicitor's approval for settlements over the thresholds referenced in Part C above, the following procedures must be followed: In accordance with the Solicitor's Manual, the Solicitor, located in Washington, D.C., must approve the settlement of all administrative employment-related claims filed against the Department that include, as a term of settlement, the payment of more than \$40,000 total or more than \$20,000 for any one component (attorney's fees and costs, compensatory damages, back pay and interest) within the total settlement amount. The Solicitor's approval of the settlement must be obtained before an oral or written settlement offer is made to any individual(s) who has/have filed an administrative employment-related claim against the Department.

Additionally, settlements that involve the payment of more than \$40,000 or more than \$20,000 for any one component within the total settlement amount must also be reviewed by and/or receive concurrence from the Office of Human Resources and the Office of Civil Rights prior to their submission to the Solicitor.

A request to the Solicitor for settlement authority must originate from a Solicitor's Office attorney and must be sent to the Solicitor through the Associate Solicitor for General Law. The Associate Solicitor for General Law will make a recommendation to the Solicitor concerning the proposed settlement.

All settlement agreements of administrative employment-related claims filed against the Department shall contain, at a minimum, the terms found in Appendix 2, as appropriate to the forum. Additional terms may be added as appropriate to reflect the intent of the parties, however, all terms should be reviewed by the local Solicitor's Office to ensure reasonableness and legal sufficiency in coordination with the HR office and EEO office, as needed.

Definition

1. Employment-related claim -- Any administrative personnel employment related matter filed against the Department or its Bureaus.
2. Agency Representative -- Any Solicitor's Office attorney handling litigation before an administrative tribunal on behalf of the Department of the Interior and its Bureaus.

DOI CORE PLUS ROSTER of IN-HOUSE NEUTRALS

See www.doi.gov/cadr/coreplus for current roster with contact information for roster members.

Background:

The U.S. Department of the Interior (DOI) is committed to implementing the CORE PLUS program, a comprehensive integrated conflict management system available for use by all DOI employees and managers in every bureau and office. CORE PLUS ensures easy access to multiple options for addressing any type of workplace concern or disagreement at the earliest opportunity.

As part of the implementation of CORE PLUS, DOI will maintain a roster of qualified in-house conflict management and dispute resolution (ADR) practitioners certified to provide conflict management and ADR assistance to DOI employees and managers upon request. Individuals selected to serve on the DOI roster will be certified to provide mediation, and/or facilitation or other ADR assistance to help employees and offices constructively manage and resolve workplace problems or conflicts. The DOI roster will include diverse employees from all bureaus and offices. Roster members will provide appropriate ADR assistance within their own bureaus and for other DOI offices and bureaus in order to ensure access to timely, competent, cost effective, impartial and confidential conflict resolution services throughout DOI. External ADR services will also be available on request.

The Office of Collaborative Action and Dispute Resolution (CADR) will coordinate and manage the roster for the benefit of all DOI bureaus and offices. CADR will provide training, guidance and assistance to roster members, and will also track, evaluate and report on the use of the roster and the results of the CORE PLUS program. DOI's roster will include one fully trained roster member for each 1,500 DOI employees.

The CORE PLUS program will support the goals of:

1. Creating a work environment with open communication, access to information and effective problem-solving.
2. Resolving workplace issues and concerns informally, at the earliest opportunity and the lowest possible level.
3. Building the capacity for employees and managers to share responsibility for constructively managing conflict in the workplace.
4. Encouraging cooperative, creative approaches to resolving misunderstandings and problems, and consideration of options available for resolving issues or concerns.
5. Improving current systems and procedures for addressing conflict and reducing the use of adjudication and litigation avenues of redress.

6. Minimizing the time, cost, disruption, reduced productivity, low morale and contentiousness often associated with unresolved workplace conflicts and disputes.

What will be expected of roster members?

Employees selected for the DOI roster will be trained to serve as impartial conflict coaches, mediators and/or facilitators for DOI's bureaus and offices under the CORE PLUS program. Roster members will be required to maintain the highest ethical standards for mediators and facilitators and comply with all relevant laws, regulations and DOI policies. Roster members must commit to serve on a collateral duty, part-time or full time basis for at least 24 months. Collateral duty roster members must have supervisory approval to devote up to 20% of their time to this work. Roster members must agree to accurately report information needed for tracking and evaluating the use of ADR processes.

Those selected for the roster must participate in all requisite training and developmental experiences and must follow the Department's CORE PLUS policies and operating procedures. DOI roster members may also be asked to provide mediation or facilitation services for other federal agencies who participate in the federal shared neutrals programs, since DOI also obtains services from other federal agencies under these programs.

Who should apply for the roster?

All DOI permanent employees who have been or are currently certified to provide mediation, facilitation or other conflict management assistance in their bureaus or offices, under the earlier CORE program, the EEO PLUS program or a shared neutrals or community based mediation program or any other ADR program. If you have training and experience that you believe will satisfy the requirements for CORE PLUS certification, please apply, even if you are not already recognized as an in-house neutral.

Any permanent DOI employee, who possesses the general qualities identified below, can demonstrate a serious interest, and has the approval of their immediate supervisor to participate in all required training and developmental experiences and to commit at least 20% of their time to this work for a minimum of 24 months, may apply.

What are the most important qualities, skills and abilities exhibited by ADR professionals such as mediators and facilitators?

Ideally, roster applicants should possess:

1. Excellent communication skills
2. Excellent listening skills
3. Ability to remain impartial
4. Trustworthiness

5. Honesty
6. Ability to maintain confidentiality
7. Patience
8. Non-judgmental attitude
9. Professional demeanor
10. Ability to deal with difficult people
11. Ability to remain calm in stressful situations
12. Problem-solving skills
13. Creativity
14. Flexibility
15. Ability to accept feedback and make adjustments

A certified roster member must demonstrate the following Knowledge, Skills and Abilities:

1. General understanding of the principles of effective conflict management.
2. General knowledge of the Department's policies and procedures under the CORE PLUS program.
3. Knowledge of human resources goals, functions and regulations.
4. Knowledge of diversity and equal opportunity goals, functions and regulations.
5. Knowledge of redress forums available to employees and managers, such as OHA, OSC, OIG, OPM, MSPB and EEOC.
6. Knowledge of the Employee Assistance Program.
7. General understanding of the DOI organization and culture.
8. Excellent communication skills.
9. Effective interpersonal skills.
10. Ability to coach, mediate and facilitate others in resolving conflict in the workplace.
11. Ability to remain impartial.
12. Ability to maintain confidentiality.
13. Ability to manage the conflict resolution process so the parties take responsibility for achieving their own solutions.

The roster application process:

When the need exists for additional roster members and applications are solicited to meet that need, interested employees will be asked to submit an application package including:

- a completed and signed CORE PLUS roster application form
- a signed supervisory approval form, and
- two completed recommendation forms

Method of Evaluation for Selection:

Applicants will be evaluated based on their level of interest, relevant education, skills training and past and current level of experience with ADR processes and conflict

management principles and practices; as well as supervisory approval and organizational and geographic location.

The Roster Certification Process:

For new members, the CORE PLUS roster certification process requires a minimum of 56 hours of classroom education and training, and 3 co-mediations, or group facilitations or conflict coaching sessions with successful evaluations.

Training requirements:

- I. Introduction to the DOI CORE PLUS program (24 hours).

Conflict Management Overview; Review of redress venues and options
Communication Skills and Conflict Resolution principles and processes
- II. Basic Mediation Skills (32 hours) for certification as a mediator.
- III. Basic Group Facilitation Skills (32 hours) for certification as a facilitator.
- IV. Conflict Coaching (32 hours) for certification as a conflict coach.

Requisite experience:

3 co-mediations or group facilitations or conflict coaching sessions totaling at least 12 hours of work.

Evaluation of performance/skills by an experienced mediator/facilitator/conflict coach.

Other Information:

Selectees will be required to attend appropriate training as necessary, including ADR skills training and education about the operation of the CORE PLUS program, the EEO complaint process and administrative grievance procedures. The Office of Collaborative Action and Dispute Resolution will ensure that the basic requisite training for roster members is made available but will not pay travel costs. The bureaus and offices requesting ADR services will pay for travel costs and other related expenses related.

How To Apply:

All new applicants must complete and submit the Roster Application Form, Supervisory Approval Form, and Recommendation Form (attached). Current and former inhouse neutrals may submit the short form application (attached).

Applications should be submitted to your Bureau Dispute Resolution Specialist.

All applicants will be considered without discrimination on the basis of any non-merit reason such as race, color, religion, gender, national origin, political affiliation, sexual orientation, marital status, disability, age or membership or non-membership in an employee organization.

DOI ROSTER APPLICATION FORM

**DOI CORE PLUS ROSTER
Short Form Application for Current and Former In-House Neutrals in DOI**

Name:

Bureau or Office:

Position - title, grade, series:

Duty Station/Location/Phone no.:

Email (provide fax # if without email):

Supervisor's Name/Title/Location/Phone no.:

Supervisor email (or fax # if without email):

Indicate date of any certification/s received:

Maximum % of time allowed by supervisor to work on CORE PLUS matters:

History of Training and Experience since 2001:

(Attach another sheet if you need more space to provide the information requested.)

1. Training taken (names of courses, trainers, course hours, course dates):

2. Mediation/Facilitation work (number of cases, type of ADR process, dates):

3. Training given to others, if any (type, date, location):

Please have your supervisor approve and sign this application form.

Supervisor's signature: _____ Date: _____

Blanket Purchase Agreement Standard Operating Procedure for Acquiring Private Sector CORE PLUS services

A. Determine Service Needed.

Does requesting office require mediation, facilitation, coaching, organizational development, strategic planning, change management, training, ombuds, administrative support, technical support, or other services?

B. Make initial determination whether payment for service would exceed FAR micro purchase threshold (\$3,000).

1. Determination should be made after discussing matter with:

a. Individual(s) familiar with issue involved, and
COTR.

2. Requesting office should get general idea as to how many hours process (including convening) will take. (As a rule of thumb, most mediations can be handled in 8 hours or less).

C. Procedure for Micro Purchases: If this is a micro purchase, requesting office may work directly with a BPA vendor on a non-competitive engagement.(Requesting Office may also choose to compete the opportunity if it so chooses. For competitive procedures see Paragraph D below). Micro purchase may be paid for by requesting office's credit card. (Note: The government credit card cannot be used for engagements that require travel).

1. In working directly with a vendor, requesting office must get a verbal or written proposal (e mail is sufficient) for the service from the vendor.

2. If requesting office accepts the proposal, it must issue an acceptance in writing (e mail is sufficient) to the vendor. The acceptance should contain:

- a. Brief statement of the services purchased.
- b. The time and location where the services will be rendered (i.e., where and when is the mediation taking place?).
- c. The name of the individual performing the service
- e. The intended Result of Process
- f. The price of the job.
- g. How to invoice the requesting office after services have been performed to the satisfaction of the requesting office.

D. If requesting office estimates services would exceed \$3,000, it is not a micro purchase, and must go through an abbreviated competitive process unless it falls within the sole source exception of Paragraph E, below.

1. Requesting office must go through a contracting officer to use the abbreviated competitive process. Bureaus must use their own contracting officers for this purpose. Requesting office must:

2. Draft Brief Statement of Work (SOW) containing:

- a. Summary of Task
- b. Individuals involved (no need for names of individuals)
- c. Time frame when work would take place
- d. Location of where work would take place
- e. Intended Result of Process
- f. Deadline for proposal (Can be short)
- g. Requested format (Length, method, etc.) of proposal
- h. Invoicing information
- i. Request for a Proposal from Vendor that should contain:

Summary of Task
Work Plan
Labor Categories Involved in work
Other expenses involved in performing work
A firm fixed price (or hourly rates) for performing work.

3. Contracting Officer will send SOW to BPA vendors.

4. Office requesting service must determine selection criteria for evaluating proposals:

- a. Best Price: Award to vendor submitting lowest price.
- b. Best Value: Award to vendor offering best value to government, with price and technical ability given consideration in evaluation. Lowest price does not necessarily win the Task Order.

5. After determining which proposal to accept, requesting office informs Contracting Officer, and Contracting Officer issues Purchase Order for services (including invoice information).

6. If proposal is accepted, COTR and/or requesting office shall work with vendor to make arrangements for process to take place. This may include:

- a. Scheduling meetings/sessions
- b. Reserving space for sessions/meetings
- c. Other responsibilities included in BPA

7. During process requesting office/COTR must monitor vendor performance to ensure they are complying with BPA.

8. Upon completion of process, providing terms and conditions of BPA have been satisfied, requesting office must pay vendor invoice.

E. **Sole Sourcing non micro-purchases**. If the engagement meets the Sole Sourcing requirements of FAR 6.302-1, the contracting opportunity may be sole sourced. Requesting office must work through its contracting office to determine if the engagement meets these criteria. Purchase orders would still be issued by contracting officers for requesting office.

DRAFT

**FEDERAL MEDIATION & CONCILIATION SERVICE
UNITED STATES GOVERNMENT**

MEDIATION AGREEMENT

The undersigned hereby request the assistance of the FMCS in the attempted resolution of the dispute between them today. They understand that mediation is a voluntary process that may be terminated at any time. Further, the undersigned agree to maintain the confidentiality of all information disclosed in the course of the mediation:

8. The undersigned agree that all statements by the parties, participants or the mediator during the mediation process, and any documents created for or during these proceedings, are inadmissible and not discoverable for any purpose whatsoever, in any pending or subsequent judicial or other proceeding, absent consent of all of the parties, the mediator and the FMCS.
9. The undersigned agree not to subpoena the mediator or anyone else employed by FMCS to testify for any reason, nor to subpoena documents created for or during the mediation.
10. It is understood by the undersigned that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.
11. The undersigned shall not rely on, nor introduce as evidence in any proceedings any views, comments or suggestions made by any party or participant with respect to a possible settlement of the dispute, any admissions made by another party or participant in the course of the mediation proceedings, or any proposals, opinions, or comments of

the mediator. It is understood that FMCS policy is such that the mediator's notes and records of the mediation content, if any, are routinely destroyed.

12. FMCS and its employees will be held harmless of any claim for damages for any act or omission occurring during, or in connection with, the mediation process.

13. The obligations imposed by this agreement are in addition to, and do not supercede, any obligations imposed by applicable state or federal laws regarding mediation confidentiality.

14. The undersigned agree to be bound by this agreement. By signing below, they represent that they have the full authority to bind their respective organization and/or members to this agreement.

Name/Title

Organization

Signature

Date

Name/Title

Organization

Signature

Date

Name/Title

Organization

Signature

Date

DRAFT

CORE PLUS PROGRAM CONTACT SHEET

This form is kept current by the Bureau Dispute Resolution Specialist and provided to all CORE PLUS Coordinators and CORE PLUS Neutrals. The following staff are available to the CORE PLUS program for consultation, information and technical assistance.

Functional Area/Issues/Support:	Name	Phone No.
Bureau Dispute Resolution Specialist CORE PLUS Coordinator/s		
Human Resources: Employee Relations Specialist Labor Relations Specialist Staffing and Classification		
Office of Civil Rights: EEO Complaint Process Sexual Harassment		
Office of Inspector General: Prohibited Personnel Practices Whistleblowing		
Solicitor's office: SOL Senior Counsel for CADR/ Confidentiality	Shayla Simmons	202-208-7950
SOL/Employment division/ Settlement Authority Issues	Deborah Charette	202-208-
FOIA Questions	Shayla Simmons	
Ethics	Melinda Loftin	202-208-7960
Neutral Services: Employee Assistance Program (EAP) FMCS BPA Vendors		
CORE PLUS Policies and Procedures/ Roster and BPAs	Elena Gonzalez David Emmerson Susan Goodwin Jonathan Steele Matt Costello Shayla Simmons	202-327-5383 202-327-5318 202-327-5346 202-327-5345 202-327-5315 202-208-7950

**Participant Evaluation Form
Mediation Services through CORE PLUS**

Please share your thoughts with us about the mediation service you received. A goal of the CORE PLUS program is continuous improvement through the use of post-service evaluation. Your answers will be kept confidential and will only be used in the aggregate for statistical purposes.

Please provide the name(s) of the mediator/s:

Please tell us about your role. I am . . .

- A non-supervisory employee
- A first-line supervisor
- A senior manager
- A job applicant

Please check all of the categories below that tell us about the type of issue/s you were mediating:

- General workplace or employment concerns (not raised in any complaint process)
- EEO complaint process (either informal or formal)
- Grievance complaint process (either informal or formal)

Questions about the Mediator's role:

1. How satisfied or dissatisfied were you with the mediator/s explanation of the mediation process?

- Completely satisfied Somewhat satisfied Neither satisfied nor dissatisfied
- Somewhat dissatisfied Completely dissatisfied

If you were satisfied or dissatisfied with the mediator/s explanation of the process, please briefly explain why.

2. How satisfied or dissatisfied were you with the mediator/s conduct of the mediation process?

- Completely satisfied Somewhat satisfied Neither satisfied nor dissatisfied
- Somewhat dissatisfied Completely dissatisfied

Please briefly explain.

3. To what extent did you feel the mediator was fair and impartial throughout the process?

- Completely Fair and Impartial
- Mostly Fair and Impartial
- Somewhat Fair and Impartial
- Slightly Fair and Impartial
- Not at all Fair and Impartial

If you believe the mediator was not impartial during your process, please briefly explain why.

Questions about the mediation process:

4. To what extent did you feel your concerns were respectfully heard during the mediation process?

Completely To a great extent To some extent To a slight extent
 Not at all

Please explain.

5. To what extent were your key interests identified and clarified during the mediation process?

Completely To a great extent To some extent To a slight extent
 Not at all

If you believe your key interests were or were not identified during the mediation process, please briefly explain why.

6. Was any agreement reached as a result of the mediation process? Yes No

7. Was the agreement: a partial resolution of the issues/concerns; or a full resolution of the issues/concerns? If partial, please explain.

8. If a resolution or agreement was reached, please tell us to what degree you are satisfied with the resolution or agreement:

Completely satisfied Somewhat satisfied Neither satisfied nor dissatisfied
 Somewhat dissatisfied Completely dissatisfied

If a resolution or agreement was reached, please briefly explain why you were satisfied or dissatisfied with the terms of the agreement.

Questions about overall satisfaction:

9. To what extent do you think your ability to communicate with the other party/s to the mediation was improved during the mediation process or will improve as a result of the mediation process?

Completely To a great extent To some extent To a slight extent
 Not at all

Please briefly explain why.

10. How satisfied were you with the location or setting for the mediation?

Completely satisfied Somewhat satisfied Neither satisfied nor dissatisfied
 Somewhat dissatisfied Completely dissatisfied

Please briefly explain why.

11. Was the room used for the mediation comfortable and conducive for the mediation process? _____ Yes _____ No

12. How likely are you to encourage a colleague to use a CORE PLUS mediation process to resolve a workplace concern?

_____ Completely likely _____ Somewhat likely _____ Neither likely nor unlikely
_____ Somewhat unlikely _____ Completely unlikely

Please briefly explain why.

Optional:

If you would like to tell us anything else about your mediation process, please share your thoughts here:

May we contact you to better understand your mediation experience? _____ Yes _____ No
If yes, please give us your name and phone number: _____.

Thank you for taking the time to complete this evaluation form. If you would like to call someone about your experience, you may call the Office of Collaborative Action and Dispute Resolution at 202-327-5383 or you may also call your Bureau Dispute Resolution Specialist from the list below:

Names:	Bureau:	Phone:	Fax:
Mail Stop:	Room #:	E-Mail Address:	
Paul Politzer 1120 20 th St. NW	BLM	(202) 254-3325 Paul.Politzer@blm.gov	(202) 418-3012
Michelle Singer	BIA/BIE	(505) 563-5415 Michelle.F.Singer@ios.doi.gov	(505) 563-3811
James Hess MIB W6010	BOR 7639	(202) 513-0543 JHess@usbr.gov	(202) 513-0319
Julia Bumbaca Arl. Sq.	FWS	(703) 358-2349 Julia.Bumbaca@ios.doi.gov	(703) 358-1997
Eric Hager MIB 2649	MMS 5559	(202) 208-2941 Eric.Hager@mms.gov	(202) 219-5565
Janine Tobias	MMS	(703)	(703)
Ruth Stokes SIB 244	OSM 244	(202) 208-2611 Rstokes@osmre.gov	(202) 219-3101
Nancy Baumgartner RstnVa 603	USGS	(703) 648-7474 nbaumgartner@usgs.gov	(703) 648-4132
Kate Stevenson 2023 MIB	NPS	(202) 208-5651 kate.steveneson@nps.gov	(202) 219-3972
Marcia Keener	NPS	(202) 208-4298 Marcia_Keener@nps.gov	(202) 219-8835

**DOI CORE PLUS
MEDIATION EVALUATION
Participant Response**

Please take a minute to complete this evaluation of your mediation. Your input is very important and will help us improve the CORE PLUS program. Your answers will be *completely confidential*, and will only be used in the aggregate for statistical purposes. Please mark your answer and/or fill in the blank as indicated.

Date of Mediation: _____ **Mediator:** _____

1. What were your expectations when you entered mediation?			
A. Expecting Resolution		C. Unsure What To Expect	
B. NOT Expecting Resolution		D. Other (Please Explain Below)	

1D - OTHER:

2. I am a:	Supervisor		Non-Supervisor		My Grade Level is:		(Optional)
-------------------	-------------------	--	-----------------------	--	---------------------------	--	-------------------

3. What type of issue(s) were you mediating?	A. Workplace Concern		
		Informal	Formal
	B. Grievance		
	C. EEO Complaint		
	D. Other (Please Explain Below)		

3D - OTHER:

4. My experience in the mediation was positive.	Agree		Strongly	Somewhat
	Disagree			

If you strongly agree OR disagree, please explain:

5. Was a written agreement reached on the issues?	All	
	Some	
	None	

6. If a written agreement was reached, how satisfied were you with the terms?	Satisfied	Very	Slightly
	Dissatisfied		

(ANSWER **ONLY** IF A **COMPLETE** WRITTEN AGREEMENT WAS REACHED)

7. If you had **not** reached agreement in mediation, would you have pursued a more formal avenue of redress?

8. If no written agreement was reached, do you believe the mediation was still helpful? (<i>Please Explain Below</i>)	Helpful	Very	Slightly
	Unhelpful		

7. I feel I was an active participant in the outcome of the dispute. (<i>Please Explain Below</i>)	Agree	
	Disagree	

		Strongly	Somewhat
10. I think my relationship with the other party will be improved because we participated in mediation.	Agree		
	Disagree		

10. If you **strongly agree OR disagree**, please explain:

		Strongly	Somewhat
11. I would recommend mediation to other employees.	Agree		
	Disagree		

11. If you **strongly agree OR disagree**, please explain:

		Strongly	Somewhat
12. I would elect mediation again as a means to resolve workplace disputes.	Agree		
	Disagree		

12. If you **strongly agree OR disagree**, please explain:

13. How did you hear about the DOI CORE PLUS Program?

A. ADR Briefing	
B. Conflict Management (CM) Training	
C. CORE ADR Program Brochure	
D. EEO staff	
E. HR staff	
F. Supervisor	
G. Other (<i>please explain below</i>)	

13G – OTHER:

Thank you for your comments.

Please return to Elena Gonzalez, Office of Collaborative Action and Dispute Resolution at 1801 Pennsylvania Ave. NW, Washington D.C. 20006, or by fax, 202-327-5390 or DOI mail stop MIB 5129.

Mediator Screening and Evaluation Form

Mentor/Observer:

Date:

Mediator:

Mediator's Opening Remarks			
Neutral-Impartial			
Confidential - Mediator			
Fraud, Waste, Abuse, TPH...			
I will not willingly testify +/-...			
Neither person waives any rights...			
Individual comments			
Joint discussion w/ questions			
Caucus with each participant (CO)			
Reconvene			
Agreements (facilitative approach)			
Consent to Mediate Form (all sign)			
Evaluation (to get good rating)			
Commend Participants			
Opening Comment by Participants			
Controlled interruptions			
Issues List as joint summary			
Joint Discussion			
Explore Issues - All points of view			
Frame discussion for parties			
Ask open-ended questions			
Discover more issues - both parties			
Summarize joint discussion			
Caucus			
Escort from room/take notes			
Explain confidential opportunity			
Allow participant to provide info			
Explore issues and options			
Focus toward future			
Move from positions to interests			
Is subject matter expert needed			
Use reality checks effectively			
Establish that participant will present			
Summarize caucus			
Ask if anything kept confidential			
Reconvene			
Commend			
Guide discussion of options			

Resolution and Closure			
Address both participants' needs			
Who-What-Where-When-How			
<u>Communication Skills</u>			
Neutral			
Body Language			
Active Listening			
Paraphrasing			
Reframing/Lift the language			
Validating/reflect feeling			
Effective silence			
Facilitative Approach			
Balance Conversation Two Parties			
Ethical Behavior			
Mastery of Mediation Process			

DRAFT

**CORE PLUS PROGRAM
MEDIATOR in TRAINING
EVALUATION FORM**

This form is to be completed by an experienced mediator at the end of a mediated session where he/she has co-mediated with the CORE PLUS Mediator trainee or observed the mediator trainee. The experienced mediator should share the results of the evaluation with the CORE PLUS mediator trainee after the session. The experienced mediator will then forward the evaluation to the Bureau Dispute Resolution Specialist or CORE PLUS coordinator.

- Name of experienced mediator and his/her affiliation or agency:

- Name of CORE PLUS mediator trainee: _____
- CORE PLUS mediator trainee region or office: _____
- Case type and number of parties in the mediation (e.g., employee/employee; employee/supervisor) (EEO or AGP or general employment concern):

- Date of session: _____ Length of Mediation (in hours): _____
- Outcome: Agreement in principle reached: ____ Agreement not reached: ____
- Overall evaluation of the CORE PLUS mediator trainee:

- Comments or suggestions regarding CORE PLUS mediator trainee's role in the following:

Introduction: _____

Listening (Including reflexive listening):

Body Language/Demeanor: _____

Impartiality/Neutrality: _____

Confidentiality: _____

Use of Open Ended Questions: _____

Assisting Parties in creating options: _____

Reality Testing: _____

Helping parties to reach closure/agreement: _____

Ability to allow parties to own process (encouraging self determination):

Any other observations or comments: _____

- In your opinion and based on your experience, did the CORE PLUS mediator(s) trainee(s) successfully complete this mediation? Why or why not: _____

- What Areas does s/he/they need to focus on: _____

Mediator Trainee Signature: _____

Experienced Mediator's Signature

Date

CORE PLUS Tracking System – Data to be Collected on Access Spreadsheet

Case Identification No.:

Contact's Name:

Contact's Email:

Contact's Phone No.:

Contact category:

- employee
- 1st line supervisor
- senior manager
- HR staff
- EEO staff
- Attorney for employee
- Attorney for management
- Union representative

Date of initial contact:

Contact received by:

Initial Assistance:

- Information provided
- Confidential consultation/discussion
- Referral
- Initiate convening

Case type:

- EEO informal
- EEO formal
- Administrative Grievance informal
- Administrative Grievance formal
- Individual concerns
- Group concerns
- Union grievance

Time spent on intake/preliminary assistance:

Date Neutral Requested:

Date Neutral Assigned:

Hourly rate for neutral:

- Grade level/salary
- Hourly rate to be paid

Travel cost:

fare or mileage cost and per diem

Source of Neutral:

- DOI roster
- Federal Shared Neutrals in DC
- FMCS
- BPA-SRA
- BPA-Centre
- FCG
- Other

Service/s Provided:

Coaching
Mediation
Climate/Situation Assessment
Group Facilitation
Training
Team-building
Other

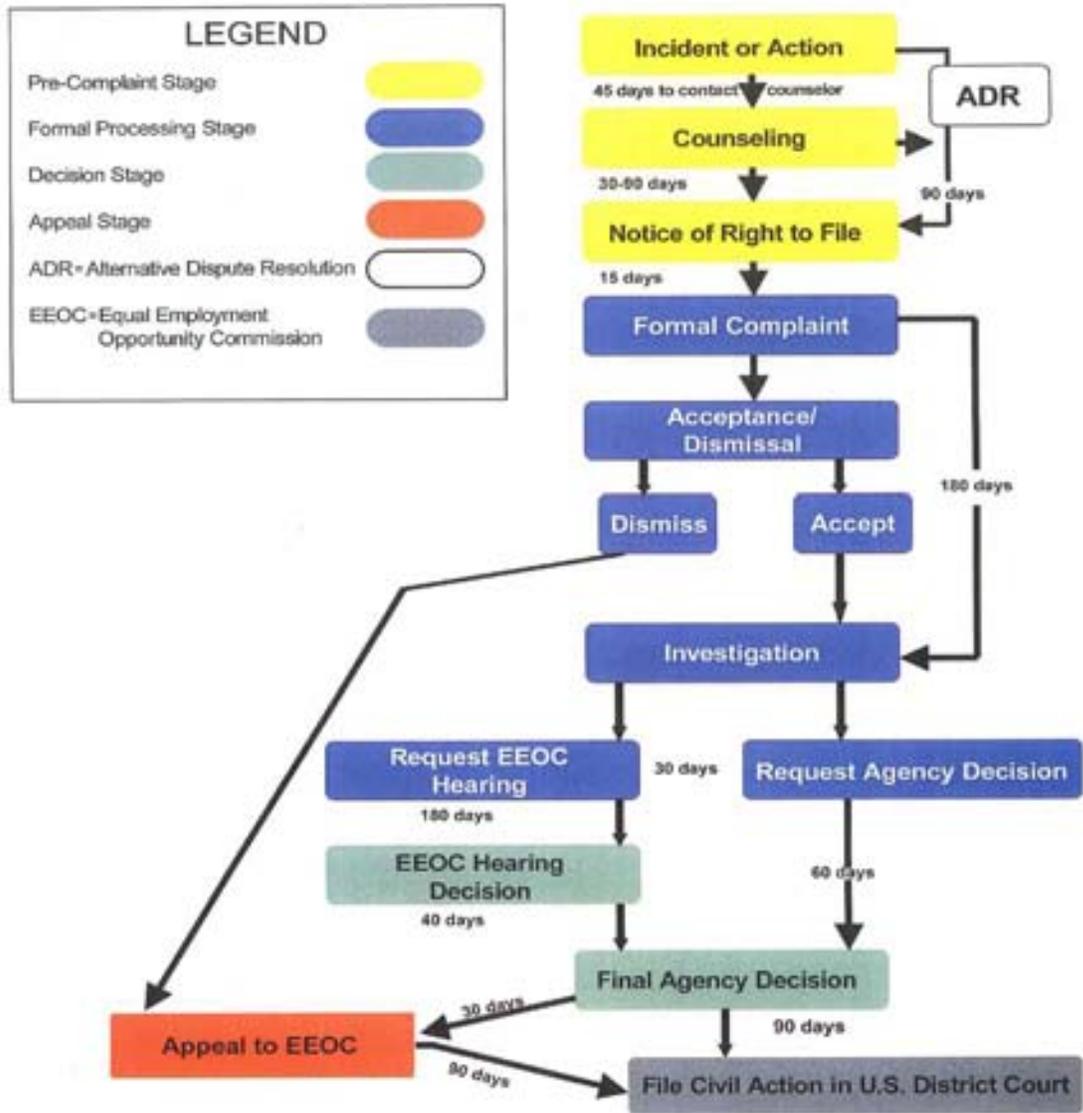
Total time spent by neutral (hours) :

Resolution:

Yes – full
Yes – partial
No

DRAFT

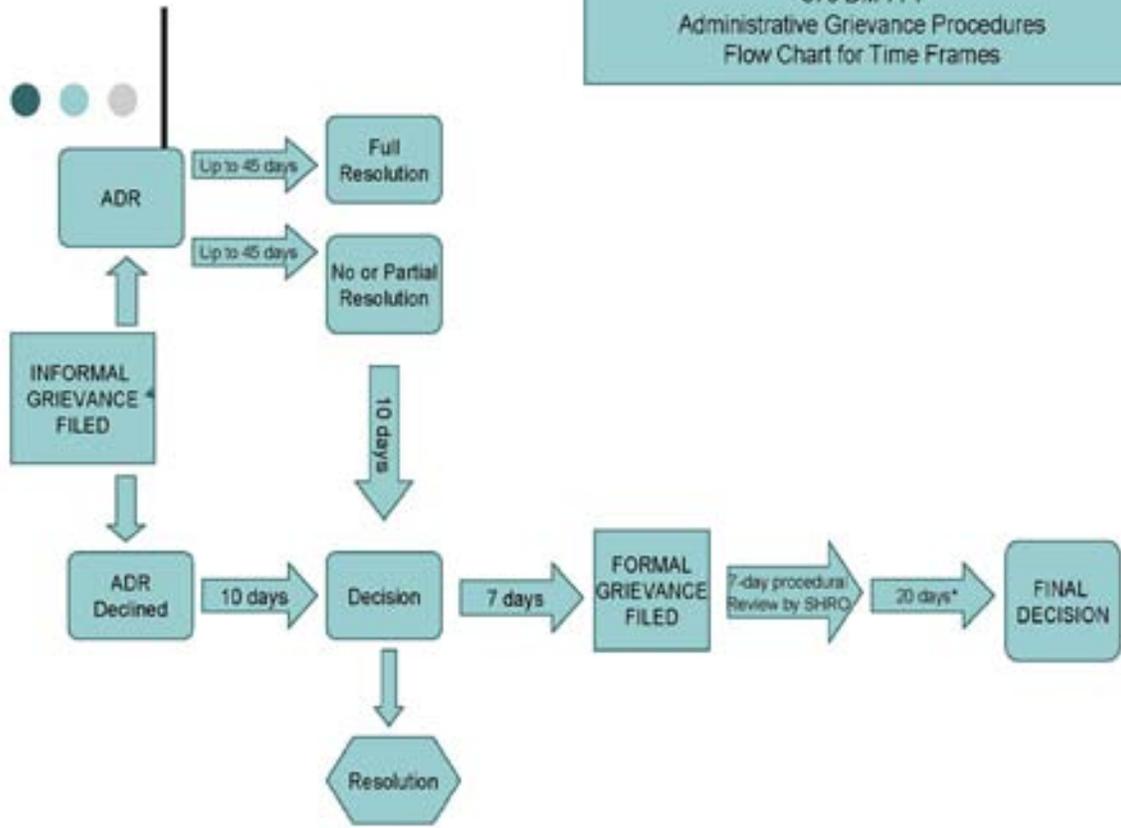
U.S. Department of the Interior OS/OCR
Federal EEO Discrimination Complaint Process
29 C.F.R. PART 1614



NOTE: ADR is available at any stage of the process.
 A complaint can be withdrawn at any stage of the process.

If you have any questions or need specific information regarding the process, please contact the Employment Complaints and Adjudication Division 202-208-4015.

370 DM 771
 Administrative Grievance Procedures
 Flow Chart for Time Frames



*ADR may be offered during the formal stage at management's discretion, in which case the deadline for issuing the final grievance decision may be extended up to 45 days.

