

CORE PLUS IMPLEMENTATION HANDBOOK

February 2011 Revision

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

The CORE PLUS DM chapter and Implementation Handbook are available electronically at <https://portal.doi.net/cadr>

Table of Contents:

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

Attachments:

- A. DOI Confidentiality Policy
- B. Memorandum to Unions on CORE PLUS Program and Sample MOU
- C. CORE PLUS Intake Form
- D. Request for ADR/EEO Referral Form
- E. CORE PLUS ADR Confirmation Memorandum
- F. CORE PLUS Agreements to Mediate – DOI, Shared Neutrals and FMCS
- 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: Blanket Purchase Agreement Awards (BPAs) to private vendors
- K. CORE PLUS Roster Requirements and Application Form
- L. Contact Sheet for CORE PLUS Managers, Coordinators and Roster Members
- M. CORE PLUS Participant Evaluation Form – For Mediation and Group Process
- N. CORE PLUS Co-Mediator Evaluation Form - For Mediator Certification
- O. ADR Tracker spreadsheet – For CORE PLUS Data Collection
- P. Process Flow Charts – EEO Complaint and Administrative Grievance Procedure
- Q. Basic CORE PLUS Process Options
- R. Convening Process Flow Chart
- S. CORE PLUS Convening Checklist
- T. CORE PLUS Elevator Speech

1. AUTHORITY AND DEPARTMENTAL POLICY

CORE PLUS is an *integrated conflict management system (ICMS)* and is broader than an alternative dispute resolution (ADR) program. The implementation of CORE PLUS is the shared responsibility of all DOI employees. The operation of CORE PLUS 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 attorneys.

CORE PLUS is established under the authority of the Administrative Dispute Resolution Act of 1996 (ADRA), (P.L. 104-320; 5 U.S.C. §§571 – 584) which tasked each Federal agency to “adopt a policy that addresses the use of alternative means of dispute resolution and case management.”

CORE PLUS 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 (CADR) (established at 112 DM 21) is responsible for overseeing implementation of CORE PLUS. The CADR Office works in close coordination with the Directors of the Department’s Office of Human Resources and Office of Civil Rights 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. CADR provides leadership in partnership with the Senior Counsel for CADR and the designated Bureau Dispute Resolution Specialists.

2. OBJECTIVES

The goal of CORE PLUS is for the DOI to fulfill its commitment to institute an *integrated conflict management system* that creates an environment throughout the organization ripe 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, and flexible.

CORE PLUS is designed to develop and integrate conflict management competencies into the culture of the Department. CORE PLUS offers structures, skills and processes to support early and effective conflict management and enhanced communications, thereby leading to a more productive and efficient workplace and one that embraces collaborative approaches to problem solving and open and transparent decision making.

CORE PLUS is based on the **4 R's of conflict management** in order to develop skills that allow for the management and resolution of conflict at the earliest opportunity and at the lowest possible level. CORE PLUS's basic conflict management skills training, *Getting to the Core of Conflict: Conflict Management Skills for DOI* provides employees with the ability to:

- **Recognize** conflict
- **Respond** strategically
- **Resolve** appropriately
- **Reflect**

The following conflict management principles and safeguards are integral to CORE PLUS and are included in CORE PLUS as established at 370DM770:

- 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 except in the formal stage of Administrative Grievance Procedures
- Confidentiality
- Options and choices to fit the situation
- Self Determination by Parties
- Representation when Requested
- Settlement Authority
- Good Faith Participation
- Use of Official Time
- Impartiality and Credibility of Assistance

To meet the goal of full and effective implementation and integration of CORE PLUS throughout the Department, several factors are directly related to the success of these efforts:

1. Demonstrated support of senior managers for CORE PLUS. 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 memoranda from leadership officials describing and endorsing CORE PLUS is important for the credibility of CORE PLUS.
2. Effective marketing and dissemination of consistent information about CORE PLUS to all employees throughout DOI, including current contact information about who is able to provide 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, provide accurate information and appropriately refer to other sources of information and assistance, and 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 competencies.
7. Constant feedback loops and collecting data on experiences to allow for continuous assessment and improvement.

For more information, see the Handbook on *Getting to the CORE of Conflict: Conflict Management Skills for DOI* available at the CADR Sharepoint Site, <https://portal.doi.net/cadr/>.

3. SCOPE OF COVERAGE

A. Who has access to CORE PLUS?

CORE PLUS 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.

B. What matters can be addressed in the CORE PLUS program?

Any type of employment issue or concern can be raised through CORE PLUS regardless of whether the issue satisfies the requirements of any formal complaint process. In rare instances a particular matter may be deemed inappropriate for or not best resolved through the use of 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.

C. 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 or appeal. The deadlines

and timelines for filing and processing a complaint or appeal under any other complaint procedure are 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 his/her concerns, is electing to participate in CORE PLUS 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.

D. What type of assistance is available through CORE PLUS?

In addition to ADR processes such as mediation and group facilitation, CORE PLUS includes assistance options such as: individual consultation, conciliation, conflict coaching, leadership coaching, training, organizational development, climate assessments and team-building, among others. See attachment Q, Process Options Brochure.

E. Voluntary and Mandatory Participation?

If an employee elects ADR to resolve any issue other than as part of the formal stage of an Administrative Grievance Procedure, management must provide a representative to participate in the process in good faith in an effort to resolve the conflict. However, any and all agreements reached as part of such a process must be entered into freely and either party or the third party neutral are free to end the process at any time if: a conflict of interest arises, further participation would not meet the parties' needs, other remedies would more sufficiently resolve the conflict, confidentiality has been broken and/or an impasse is reached from which the parties are unlikely to move forward.

In matters between employees where ADR is sought to assist in resolving the conflict or facilitate a discussion, participation by the parties is entirely voluntary.

4. DEFINITIONS, ROLES AND RESPONSIBILITIES

A. Alternative Dispute Resolution (ADR). Any assisted negotiation process which has the goal of resolving a conflict or dispute between two or more parties. ADR exists in a variety of forms ranging from informal (e.g., Interest-based problem-solving, facilitation, conciliation, or mediation with a third party assistance) to formal (e.g., early neutral evaluation, arbitration, mini-trial, etc., where a third party makes a decision which may be binding or advisory as agreed to in advance by the parties). In general, ADR includes any consensual method used to resolve conflicts or disputes without needing a decision from an administrative review forum or court. ADR processes are generally more flexible

and utilize more cooperative problem-solving approaches. In the Federal agency context, ADR is usually thought of as informal methods used to resolve conflict where those involved work with a neutral third party to find a mutually acceptable resolution. CORE PLUS Neutral can assist parties in selecting an appropriate process. Examples of ADR processes offered through CORE PLUS can be found in Attachment P.

B. ADR Practitioner or Third Party Neutral. An impartial individual, from within or outside the Department, agreed upon by the parties to provide conflict management assistance or ADR services and who has no stake in the outcome of the matter. For more information on access to private ADR practitioners, see Chapter 6.

C. Bargaining Unit Employee. An employee included in an exclusive bargaining unit. A bargaining unit is a group of employees that a union represents (or seeks to represent) and that the Federal Labor Relations Authority finds appropriate for collective bargaining purposes.

D. Bureau Dispute Resolution Specialist (BDRS). The bureau official responsible for representing the bureau on the Interior Dispute Resolution Council; and coordinating with CADR to provide consistent guidance on CORE PLUS policies and procedures and oversee implementation of CORE PLUS in the bureau.

E. Conflict Management. The ability to recognize conflict and respond appropriately to resolve the underlying concerns before adversarial positions are hardened.

F. CORE PLUS Coordinator. A CORE PLUS Neutral who assist the BDRS in implementation of CORE PLUS within the bureau by coordinating CORE PLUS processes and reporting.

G. CORE PLUS Neutrals. Employees certified by CADR as qualified ADR practitioners and conflict management experts who deliver CORE PLUS services either full-time, part-time, or as a collateral duty. External ADR practitioners or Third Party Neutrals found qualified by CADR may also provide CORE PLUS services. CORE PLUS Neutrals provide or arrange for various types of assistance appropriate to each circumstance and acceptable to the parties involved. Assistance may include, and is not limited to, providing information (including personnel policies, and access and time frame information on administrative, EEO, or other forms of redress), referring employees to other appropriate sources of assistance (such as the employee's supervisor or the Employee Assistance Program, helping define issues or specific concerns, suggesting effective communication and conflict resolution strategies and techniques or training, coaching parties in their attempts to resolve conflicts on their own, facilitating

meetings, conciliating, gathering information relevant to a particular conflict (when needed to enhance resolution efforts), mediating (when its appropriate and the parties are willing to participate), or securing the services of other ADR practitioners acceptable to the parties. For a current list of CORE PLUS Neutrals, see the CADR Sharepoint site at <https://portal.doi.net/cadr/>

H. Interior Dispute Resolution Council (IDRC). A group comprised of each Bureau's BDRS and Deputy BDRS, members of the CADR staff, Senior Counsel for Collaborative Action and Dispute Resolution, and Attorney-Advisor for CADR, designed to collaboratively develop and institute the policies, procedures and practices of CORE PLUS. The IDRC collaboratively develops standards for identification of potential neutral candidates, certification of Neutrals, roster management and CORE PLUS implementation plans and practices. The IDRC works cooperatively with Departmental Civil Rights and HR Leadership, Solicitor's Office General Law and Personnel Attorneys, and Bureau HR and EEO Directors to institute and implement CORE PLUS.

5. PROGRAM REQUIREMENTS AND RESPONSIBILITIES

Implementation and operation of CORE PLUS 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, Strategic Employee and Organizational Development, 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. CADR as well as the Senior Counsel for CADR and each BDRS make up the Interior Dispute Resolution Council. THE IDRC collaboratively oversees development, implementation and integration of CORE PLUS throughout the Department.

The designated BDRS coordinates with CADR and the IDRC, 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 to implement and integrate CORE PLUS in their respective bureaus.

Up to date contact information should be provided to Bureau employees by the BDRS and is available under CORE PLUS on the CADR intranet site and CADR Sharepoint Site.

All procedural forms for the operation of CORE PLUS are found in Attachments C-J or under CORE PLUS on the CADR Sharepoint site: <https://portal.doi.net/cadr/>

A. Time Frames and Compliance with Other Processes

1. EEO Matters

Employees who believe they have been discriminated against based on one or more prohibited bases (race, color, national origin, religion, sex, age, physical or mental disability, sexual orientation, genetic information, or reprisal) must consult an EEO counselor prior to filing a complaint in order to informally resolve the matter. An employee is required to contact an EEO counselor within 45 calendar days of the matter alleged to be discriminatory or, in the case of a personnel action, within 45 calendar days of the effective date of the action. In limited circumstances, the agency is required to extend the 45-day period. At the initial counseling session, EEO counselors must advise complainants of their right to elect participation in either ADR or traditional EEO counseling. If the complainant elects ADR, the pre-complaint processing period is extended to 90 calendar days.

Within 15 calendar days of the initial contact regarding a complainant's request for ADR, a CORE PLUS Neutral shall informally gather relevant information and discuss and recommend an appropriate method or approach to address the issues/concerns presented by the employee. A CORE PLUS Neutral may extend the time frame beyond the first 15 calendar days of the initial contact in no more than two 15 calendar-day increments, if the parties agree to continue an attempt to resolve the issue/concern within the CORE PLUS program. While the informal complaint process may not exceed 90 calendar days when ADR is invoked in that process, the ADR process may continue beyond that time if agreed to by the employee.

A CORE PLUS Neutral must provide a Notice of Results and Options to the parties upon determining that the employee's issue/concern is likely to remain unresolved or the time frame expires and, in the Neutral's judgment, the parties are not close to resolution.

2. Administrative Grievance Matters

Pursuant to the Department's Administrative Grievance Procedure at 370 DM 771, an employee must present a grievance in writing within 15 calendar days of the date of the challenged in/action, or the date he/she became aware of it. The deadline for this initial filing may be extended by the grievance official with concurrence of the servicing human resources office (SHRO) (generally, not in excess of 7 days), if such an extension is requested in writing by the grievant.

If the grievant does not specifically request ADR, the SHRO will provide the grievant with information about the ADR option. If the grievant elects ADR, the SHRO will refer the parties to an appropriate CORE PLUS Neutral. Employees or supervisors may contact CADR for ADR information at any time. CADR will refer a request for ADR to a CORE PLUS Neutral in a bureau or office. The appropriate bureau/office will be responsible for ensuring that an appropriate management official is made available to participate in the ADR process.

If the parties agree to participate in the ADR process, they shall try to resolve the grievance in a reasonable period of time, not to exceed 45 calendar days unless the SHRO and the parties jointly agree to an extension. The ADR process may not be used to unnecessarily delay the grievance process. Participation in an ADR process, however, will extend the timeframes up to 45 calendar days (unless the parties jointly agree to an extension), for filing a grievance under the formal procedures.

Either party or the third party Neutral may terminate the ADR process at any time. Within 10 calendar days of termination of the ADR process, the grievance official will provide the grievant with a written decision on the informal grievance.

If ADR is successful and the parties are able to resolve the informal grievance, the Neutral will document the parties' agreement in writing and, after review and concurrence by the SHRO, provide a copy of the signed agreement to the parties. At that point, the informal grievance will be considered resolved.

If the grievant does not request or agree to enter into an ADR process, the grievance official must provide the grievant with a written decision within 10 days of receipt of the grievance or 10 calendar days from the date the grievant declines the use of ADR after discussion with the SHRO, whichever comes later, unless a request for an extension of has been approved in writing by the SHRO with the grievant's concurrence.

If the grievance is not resolved at the informal level through ADR or otherwise, the employee may file a formal grievance. If the parties participated in ADR at the informal level but were unable to reach resolution, an employee must file a formal grievance (a) within 7 calendar days of the date of receipt of the decision on the informal grievance, or (b) if the grievant does not receive a decision on the informal grievance and no request for an extension was made in writing to the SHRO and concurred with by the grievant, within 7 calendar days of the date the informal grievance decision was due.

At management's discretion, ADR may be offered during the formal stage of the grievance procedure. If the grievant accepts management's offer of ADR at this stage, the deadline for the final grievance decision may be extended for up to 45 calendar days or as otherwise agreed by the parties and the SHRO. See Attachment O.

Additional sources of information include:

- Administrative Grievance Procedures found at www.doi.gov/hrm and 370DM 771
- Reasonable Accommodation Policy found at www.doi.gov/hrm and 373DM15
- EEO and Sexual Orientation Discrimination Complaint

Procedures and Diversity policies found at www.doi.gov/diversity and EEO/MD110 and 373DM7

- EEO Process Chart found at www.doi.gov/diversity and Attachment O
- Whistleblower Protection program and IG role found at www.doioig.gov
- Conduct and Discipline Guidance found at www.doi.gov/hrm and 370DM752
- Performance Management Handbook found at www.doi.gov/hrm and 370DM430
- Federal Interagency ADR Working Group as www.adr.gov
- Ethics guidance found at www.doi.gov/ethics

B. CORE PLUS Steps and Procedures for Intake and Convening and Process Assistance. See Attachments Q and R

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

The initial contact discussion will reveal why the CORE PLUS Neutral is being contacted and provide general information about the situation. As part of the initial contact, the CORE PLUS Neutral should gain the following information:

- 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 Neutral should be asking him/herself and the caller a series of questions to clarify the situation and identify options and any additional sources of information necessary, as well as other possible, or more appropriate sources of assistance. The CORE PLUS Neutral should explain his/her 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 the Neutral and/or by the caller before a process can be arranged. An employee or manager may also need information about his/her rights and responsibilities in order to make an informed choice about how best to proceed, and the Neutral 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 his/her needs. For additional

information on the convening process, see Attachment Q, Convening Process Flow Chart.

- If an ADR process such as a mediation is agreed to be the appropriate process, the CORE PLUS Neutral 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) identify a date, time and neutral location for the mediation, and to assess any special needs that should be accommodated for the mediation session.
- 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 Neutral 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.
- 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.
- 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.
- If full resolution is not reached, provide the parties with a Notice of Results and Options. (Attachment F)
- 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 Attachment H for consistency.

- 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.
- Provide the parties with a process evaluation form and a pre-addressed envelope to the CADR office or collect the evaluation at the end of the mediation in a pre-addressed envelope and send to CADR.

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

By calling, visiting or emailing anyone in CORE PLUS 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.

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

By phone, in person, or by email. Current contact info can always be found at <https://portal.doi.net/cadr>.

E. 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, CORE PLUS roster member or an EEO Counselor or Human Resource Specialist and is completely confidential.

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. The roster is available under CORE PLUS on the CADR Sharepoint Site <https://portal.doi.net/cadr/> or Intranet site.

In addition, CORE PLUS includes access to trained and experienced conflict management professionals 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.

CADR 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 I for more information on the BPAs.

A BDRS, CORE PLUS Coordinator, 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 types of assistance are 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.

F. 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. All neutrals should immediately disclose any potential conflict of interest to the parties while convening the process. If a real or perceived conflict of interest exists, the neutral should assist the parties in finding a neutral to continue the process.

G. Absent a Resolution or Settlement Agreement, how might an ADR process end?

Any party to a conflict resolution process may terminate the process at any time or the neutral may terminate the process. Reasons for ending a process may include a conflict of interest arising, further participation would not meet the parties' needs, other remedies would more sufficiently resolve the conflict, confidentiality has been broken and/or an impasse is reached which the parties are unlikely to move forward. Further, a party who started an ADR process as part of an EEO or AGP complaint process, may, after engaging in ADR, choose to withdraw his/her Complaint or Grievance.

A neutral that ends a process absent a resolution or settlement agreement, should do so in a way that provides no harm to either party, the bureaus or offices involved and/or CORE PLUS.

H. 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 F.

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 through CORE PLUS and the process is ended, 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 through CORE PLUS 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. If the parties elected ADR as part of an EEO or AGP Process, the Neutral should provide the EEO Counselor or HR Specialist who referred the case with a copy of the Notice of Results and Options.

I. Memorandum of Agreement. For Settlement Agreement Templates, see Attachment H.

Written Agreements may include settlement agreements or, in appropriate circumstances, less formal memorandum of agreement. For resolution of a complaint, a written settlement agreement may be appropriate. Written agreements may not violate any applicable laws, rules, regulations, collective bargaining agreements, or written policies of DOI. 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, 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.

A settlement agreement that ends a formal or informal EEO complaint must be reviewed by a bureau EEO Officer before it is signed by the parties. After the Neutral prepares a draft settlement agreement but before the parties sign the agreement, the Neutral must provide the draft agreement to a Bureau/Office EEO Officer for his/her review. The Bureau EEO Officer will review the draft settlement agreement to ensure accuracy regarding regulatory and legal requirements.

After the parties sign a Bureau EEO Officer-approved settlement agreement, the Neutral should send the original agreement to the Bureau EEO Officer and provide a copy of the agreement to each of the parties. The Bureau EEO Officer will retain the original settlement agreement to ensure that compliance requirements are met.

If after an agreement has been reached, the terms of the agreement are not implementable, or fail to fully resolve the conflict or dispute, the parties are encouraged to return to CORE PLUS to address their concerns.

J. Evaluation. Upon completion of a CORE PLUS process, the Neutral should provide all parties an evaluation form. The evaluation form is anonymous, if desired, and provided to the CADR Office as part of CORE PLUS's continuous efforts to provide employees with the best possible service. CORE PLUS evaluation forms can be found at Attachment L. If the process was a mediation, and two neutral conducted a co-mediation, the neutrals should complete a co-mediation evaluation form to be submitted to the relevant BDRS upon completion of the process. The co-mediation evaluation form can be found at Attachment M.

K. Record-keeping. CORE PLUS files are maintained for any matter where services are provided. Only specific documents as listed below should be maintained. CORE PLUS records often contain highly personal and sensitive information. These records are confidential and may be privacy act protected and should therefore be maintained in a safe and secure area. 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. Individual mediators are permitted to keep records as they deem useful provided the records are maintained in a safe and secure area and individuals follow the NARA schedule for appropriate retention. 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 (Maintained by CADR)

See Attachment A, Department of the Interior Confidentiality Policy for guidelines related to documents created as part of a mediation process and the appropriate retention and destruction of such documents.

6. SOURCES AND QUALIFICATIONS FOR CORE PLUS NEUTRAL ASSISTANCE.

A. CORE PLUS Roster of In-House Neutrals – For the most current roster see CORE PLUS at the CADR Sharepoint site <https://portal.doi.net/cadr/> or on the CADR Intranet site. See Attachment J for information on the below standards for CORE PLUS Roster members:

- Qualifications for CORE PLUS Neutrals
- Certification Requirements
- Ethical responsibilities for neutrals – mediators, facilitators and coaches

B. External Sources and Operations – See Attachment I.

- Shared Neutrals programs- in DC (managed by HHS) and Regions (FEBs)
- Federal Mediation and Conciliation Service (FMCS)
- Pre-Existing Contracts
- Blanket Purchase Agreements (BPA) awards and procedures provide easy access to private sector practitioners and program assistance

7. TRAINING FOR CORE PLUS

CADR develops training modules and curriculum to support CORE PLUS programs, 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. Getting to the CORE of Communications: Challenging Conversations for DOI

E. Getting to the CORE of Generational Mix in the Workplace

F. Introduction to CORE PLUS

G. CORE PLUS education and training for EEO and HR staffs

H. Advocacy in Mediation training for attorneys

I. Confidentiality training for CORE PLUS for BDRS, CORE PLUS Coordinators, CORE PLUS Roster members and SOL personnel attorneys

J. Convening skills training for all BDRS, CORE PLUS coordinators and Roster members

A training calendar is available on the CORE PLUS portion of the CADR Sharepoint site, <https://portal.doi.net/cadr>.

8. TRACKING, EVALUATION AND REPORTING PROCEDURES

All CORE PLUS cases/matters are to be tracked throughout the year. CORE PLUS roster members, coordinators and BDRS should use the ADR tracker system where possible. CADR will provide to the Secretary, an annual report on the use and implementation status of CORE PLUS throughout the Department. This report will be based on information recorded in the ADR tracking system as well as interviews with and survey

responses from CORE PLUS practitioners, coordinators and partner offices. Additional information on CORE PLUS usage and effectiveness will be provided by evaluation forms provided by employees who have utilized CORE PLUS processes and procedures.

Evaluation forms for CORE PLUS trainings, co-mediator evaluations, and mediation/facilitation participants can be found in the Attachments segment of this Handbook.

All CORE PLUS roster members who conduct a process should enter the relevant data on the ADR tracker system. In cases where a private practitioner has conducted the process, the convening party will be responsible for inputting the data into the ADR tracking system. See Attachment N.

DRAFT

**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 personnel 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.

ATTACHMENT A

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:
 - (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.

ATTACHMENT A

- 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.

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

ATTACHMENT A

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.

(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:

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

ATTACHMENT B

providing this representation in an effective manner. The CORE PLUS implementation handbook also recognizes collective bargaining rights by stating, with respect to written agreements, that they may not violate applicable law, rule, regulation, collective bargaining agreements, or written policies of DOI.

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) 254-5507 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.

SAMPLE

**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

For the Agency

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, NATIONAL ORIGIN, RELIGION, GENDER, AGE, PHYSICAL OR MENTAL DISABILITY, SEXUAL ORIENTATION, GENETIC INFORMATION, AND/OR REPRISAL 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: _____

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ATTACHMENT D

**REQUEST FOR ALTERNATIVE DISPUTE RESOLUTION
EEO Pre-complaint**

Aggrieved Person (AP)

Name:

Position/grade:

Phone:

Organization:

Business Address:

E-Mail:

Aggrieved's Representative

N/A

Involved Official:

Name:

Relationship:

Position:

Phone:

Fax:

Address:

E-Mail:

Basis and Issue:

Requested Remedies:

90 day pre-complaint deadline

EEO Counselor:

ATTACHMENT E

[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

**U.S Department of the Interior
CORE PLUS
Agreement to Mediate and Confidentiality Agreement**

The parties agree to engage in mediation and to participate in good faith in an open and honest discussion. The parties understand that the mediation may be terminated at any time by either party or by the mediator(s). The mediator(s) are impartial and agreed upon by the parties, have no authority to decide the case and are not acting as advocates or attorneys for any party. The parties have a right to representation during mediation.

Mediator(s) Confidentiality

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(s). Under the ADR Act, parties' oral communications to the mediator(s) during mediation are protected. The same is true for written communications parties prepare for mediation that are given only to the mediator(s). **The mediator(s) are bound by this confidentiality and generally may not reveal what was said in mediation to anyone, with very limited and rare exceptions.**

Parties' Confidentiality

To promote full and open communication in the mediation process, the parties agree that oral communications made with all parties present or otherwise confidential documents a party makes available to all parties will be held as confidential in this mediation. The parties understand that by agreeing to hold communications and documents confidential in this mediation, they are agreeing to protection greater than that provided in the ADR Act. By signing this agreement, 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.

The parties, their representatives, and other participants (if applicable) will not electronically record or otherwise produce any transcript or written record of the mediation proceedings.

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 criminal activity or threats of imminent harm will not be considered confidential.

**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

ATTACHMENT F

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 supersede, 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

**CORE PLUS
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 assistance provided:

Date 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, sexual orientation, genetic information, and/or reprisal 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**

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:

ATTACHMENT I

- 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

ATTACHMENT I

- 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.

ATTACHMENT I

- 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

ATTACHMENT I

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

ATTACHMENT I

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 polices 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

ATTACHMENT I

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 DOI and its Bureaus.

Sample Formal Settlement Agreement

If Appropriate, Identify Administrative Agency with Jurisdiction over the Complaint or Claim

_____)
In the matter of)
)
Claimant’s Name v. Ken Salazar) Case No. _____
_____)

SETTLEMENT AGREEMENT

The _____ Bureau or Office (hereafter, “Agency”), and _____ (Complainant’s or Claimant’s Name) (hereafter, “Complainant,” “Claimant”, “Appellant,” etc.) have mutually agreed to the following terms, conditions and stipulations in full settlement of the above referenced matters:

1. When this agreement is fully executed, it will constitute a withdrawal with prejudice and release by Complainant/appellant of any and all formal or informal complaints and appeals including, but not limited to, claims for emotional pain and suffering, any and all claims known or unknown, appeals, charges, or grievances against the Agency, its officials, employees, or agents, having arisen on or prior to the date of this Agreement. Under the terms hereof Complainant waives, releases and forever discharges the Agency, its officials, representatives, current or former employees and agents from any and all appeals, complaints, claims, causes of action, or grievances, however designated, whether known or unknown, pending or not now pending, contingent or fixed, including, but not limited to those matters resolved specifically herein up to and including the effective date of this Settlement Agreement.

2. Within ____ days of the effective date of this Settlement Agreement, the Agency shall _____.

3. Within ____ days of the effective date of this Settlement Agreement, the Agency shall _____.

4. Within ____ days of the effective date of this Settlement Agreement, the Agency shall _____.

2. Complainant/Appellant agrees that, with the exception of the monetary amounts to be paid by the Agency pursuant to Paragraphs 2, 3, and 4 of this Settlement

ATTACHMENT I

Agreement, she/he is not entitled to any other monetary amounts, attorney's fees, back pay, compensatory damages, interest, or any other form of damages, in connection with the settlement of the above-captioned complaint. Complainant/Appellant agrees that this Settlement Agreement resolves all employment-related matters, issues and claims she/he has filed or could have filed arising out of his/her employment with the Agency up to and including the date of execution of this Settlement Agreement.

3. Complainant/Appellant agrees not to file any EEO complaints, MSPB appeals, grievances, or court actions, or initiate any other administrative or judicial proceedings concerning any of the matters raised in, or which might have been raised in, his/her discrimination complaint, or any other claim he/she has filed or could have filed against the Agency through the date of execution of this Settlement Agreement.

4. All parties to this Settlement Agreement agree, to the extent permitted by law, that the terms and conditions of this Settlement Agreement, including all related correspondence and documents, the identity of the parties, and the facts surrounding the settlement of the above-captioned complaint are to be deemed confidential and are not to be discussed with anyone, with the following exceptions: Required to do so by law or lawful court order, disclosures made by the Agency pursuant to the provisions of the Privacy Act, 5 U.S.C. § 552a; disclosures made by the Complainant/Appellant to his/her immediate family members, accountant, lawyer and to taxing authorities; and disclosures made by the parties for the limited purpose of implementing or enforcing the terms of the agreement.

5. The parties understand that this Settlement Agreement is the compromise of disputed claims, and is not to be construed as an admission of liability or culpability by either party. Further, this Settlement Agreement is not to be used as precedent in any other matter before the MSPB, the Equal Employment Opportunity Commission, the OSC, or any other administrative or judicial body.

6. **[For EEO complaints only]** -- The parties agree that should the Agency fail to carry out its obligations as set forth in this Settlement Agreement for any reason not attributed to acts or conduct by Complainant, the provisions outlined in 29 C.F.R. § 1614.504 shall govern the settled EEO complaint. Complainant understands and agrees that if she/he believes the Agency has breached this Settlement Agreement and requests reinstatement of her EEO complaint, and should his/her complaint be reinstated, she/he will return any benefits received as a result of the execution of this Settlement Agreement.

7. The Agency denies the commission of any discriminatory action against the Complainant in violation of Title VII of the Civil Rights laws (42 U.S.C. § 2000e et seq.), or any other Federal or state law, statute or regulation, or any Federal or Agency personnel rule, regulation or practice with respect to any allegation contained in

ATTACHMENT I

Complainant's EEO complaints, Agency Case Nos. XXXXX or matter appealed to the MSPB or filed with the Office of Special Counsel, as appropriate..

8. This Settlement Agreement contains the complete understanding of the parties regarding the terms and conditions of this Agreement. There are no other terms express or implied. The terms and conditions of this Settlement Agreement are contained exclusively within this Agreement and have been voluntarily agreed upon by the parties after consultation with their respective counsel. The parties agree that this Settlement Agreement shall only be modified by a written agreement signed by each party.

9. By signing this Settlement Agreement Complainant/appellant acknowledges that she/he has sought the assistance and counsel of an attorney regarding the above-captioned matter and the terms and conditions of this Agreement or Complainant/appellant acknowledges that she/he has been provided sufficient opportunity to read and consider this Agreement, and to consult with an attorney prior to signing this Agreement.

10. By signing this Agreement Complainant/appellant acknowledges that she/he enters into this Agreement with a full understanding of its terms and conditions. Further, by signing this Agreement Complainant/appellant acknowledges that she/he is voluntarily entering into this Agreement, without threat or coercion by the Agency or any of its employees.

11. This Agreement is entered into pursuant to authority contained in [29 C.F.R. §§ 1614.504 and 1614.603 or 5 C.F.R. Part 1201 (or whatever appropriate statutory authority)], and is binding upon Complainant and the Agency, and their respective agents, representatives, successors and assigns.

12. If any paragraph or portion of this Agreement is determined to be unenforceable, the rest and remainder of this Agreement shall remain in full force and effect. Duplicate copies of this Agreement shall act as originals if all the individuals sign them in the original identified on the signature page, below. The parties agree that this agreement may be executed in counterparts, and that facsimiles of the parties' signatures are acceptable.

13. This Agreement shall become effective when signed by all parties.

[For Potential or Existing Age Discrimination Complaints]

1. Complainant/appellant knowingly and voluntarily waives his/her rights under the Age Discrimination in Employment Act (ADEA) that she/he has asserted or could have asserted up to and including the effective date of this Agreement

ATTACHMENT I

2. By signing this Agreement Complainant/appellant acknowledges that she/he has been advised of his/her right to consult with counsel of her choice concerning the terms of this Agreement prior to the execution of the agreement. Complainant/appellant acknowledges she/he has either done so or has freely chosen not to so consult.
3. Complainant/appellant enters into this Agreement with full understanding of its terms and conditions.
4. Complainant/Appellant and the Agency acknowledge that binding legal consideration exists for this agreement in return for waiver of any and all ADEA rights and claims she/he has asserted or could have asserted prior to the effective date of this Agreement.
5. Complainant/appellant acknowledges that she/he has been given 21 days from the receipt of this Agreement to consider its terms. Should she/he sign this Agreement before the 21-day time period has expired, she/he acknowledges that her decision to accept such a shortening of this period is knowing and voluntary, and presumptively reasonable, and was not induced through fraud, misrepresentation, coercion, duress or threat to withdraw or alter the terms of the Agreement.
6. By signing this Agreement, Complainant/appellant understands that she/he is not waiving any future rights or claims under the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 *et seq.*, for actions arising after this Agreement becomes effective.
7. Complainant/appellant has seven (7) calendar days following his/her execution of this Agreement to revoke the Agreement. Accordingly, this Agreement shall become effective when signed and dated by all of the individuals identified on the signature page, below, and after seven (7) calendar days following its execution by Complainant/appellant. Complainant's/appellant's revocation of this Agreement, if any, must be in writing and delivered to the Agency Representative at his/her address of record.

XXXXXXXXXXXX
Complainant/Appellant

Date:

XXXXXXXXXXXX, Esq.
Complainant's/Appellant's Representative

Date:

XXXXXXXXXXXX
Agency Manager, Position,
Bureau/Office

Date:

XXXXXXXXXXXX, Esq.
Agency Representative

Date:

**SAMPLE INFORMAL NON-AGE RELATED DISCRIMINATION
RESOLUTION AGREEMENT**

UNITED STATES DEPARTMENT OF THE INTERIOR

RESOLUTION AGREEMENT

In accordance with the terms set forth herein below, the parties hereby agree to resolve the pre-complaint of discrimination that was initiated by,

By executing this Resolution Agreement the parties hereby agree to resolve all of the employment-related issues including, but not limited to, the issues raised by _____ (hereinafter, the Employee) in the above-captioned matter, including all claims of monetary reimbursement, and any other claims for relief, whether referenced herein or not, whether known or unknown and all other personnel claims, which have been filed or could have been filed by her against the U.S. Department of the Interior or any of its Bureaus and Offices (hereinafter, the Agency) through the date of execution of this Resolution Agreement.

The claims in the pre-complaint resolved by this Resolution Agreement are as follows:

The parties mutually agree to the following terms and further agree that these terms shall fully and forever resolve the Employee's allegations of discrimination against the Agency, and that except as specified herein, no other promises, conditions or obligations are made by or imposed on the parties:

1. By executing this Resolution Agreement, the Employee withdraws and dismisses, with prejudice, her pre-complaint of discrimination identified above, and any other allegation, complaint, grievance or other action she has filed or could have filed, except for her worker's compensation claim. The Employee further agrees not to institute, file or otherwise initiate or cause to be instituted, filed or initiated on her behalf, any complaint or other action, including civil court litigation, against the Agency, its bureaus, offices, agents or employees which has or could have been filed by her through the date of execution of this Resolution Agreement.
2. The Employee understands and agrees that she will receive no relief or other consideration beyond that recited in this Resolution Agreement, and that her acceptance of this shall be final and conclusive.

ATTACHMENT I

3. The Employee shall bear her own costs including attorney's fees relating to this matter.

ACCORDINGLY, THE AGENCY AGREES TO:

- 1.
- 2.
- 3.

THE EMPLOYEE AGREES TO:

- 1.
- 2.
- 3.

BOTH PARTIES FURTHER AGREE:

1. That this Resolution Agreement shall not constitute or be construed as an admission of liability or wrongdoing by the Agency, but is for the purpose of resolving disputed claims. Upon compliance and or payment of the items and or amounts set forth in this Resolution Agreement, the Employee waives and releases the Agency in full from any claims or causes of action for back pay, damages, interest or attorney's fees, which she raised or could have raised through the date of this Resolution Agreement.
2. That the parties warrant that they have not assigned or transferred any of the claims released herein to other persons, parties or entities.
3. That should the Agency fail to honor its obligations as set forth in this Resolution Agreement then 29 CFR 1614.504 shall govern. If the Employee believes that the Agency has failed to comply with the terms of a settlement agreement or final decision, the Employee shall notify the Director, Office of Civil Rights, Office of the Secretary, U.S. Department of the Interior, in writing, of the alleged noncompliance within 30 days of when the Employee knew or should have known of the alleged noncompliance. The Employee may request that the terms of the settlement agreement be specifically implemented or, alternatively, that the pre-complaint be reinstated for further processing from the point processing ceased.

ATTACHMENT I

- 4. If the determination is made that a breach has occurred and the pre-complaint is reinstated for processing, the Employee agrees and understands that she will be required to return all payments or benefits conferred pursuant to the terms of this Resolution Agreement.
- 5. Furthermore, the Employee expressly understands that she has an unequivocal right to consult an attorney prior to executing this Agreement, and enters in this Agreement with the full understanding of its terms and conditions.
- 6. This Agreement shall become effective after seven calendar days following its execution by the Employee.
- 7. This Agreement contains the complete understanding between the parties, and there are no other terms except those specified herein. The parties understand these terms and have agreed to them freely and voluntarily and had had the opportunity to consult with counsel.

Facsimile copies of the signature sheet shall constitute the original signatures.

_____	_____
Disputant	Date
_____	_____
Bureau Representative	Date

**SAMPLE INFORMAL AGE DISCRIMINATION
RESOLUTION AGREEMENT**

UNITED STATES DEPARTMENT OF THE INTERIOR

RESOLUTION AGREEMENT

In accordance with the terms set forth herein below, the parties hereby agree to resolve the pre-complaint of discrimination that was initiated by,

By executing this Resolution Agreement the parties hereby agree to resolve all of the employment-related issues including, but not limited to, the issues raised by _____ (hereinafter, the Employee) in the above-captioned matter, including all claims of monetary reimbursement, and any other claims for relief, whether referenced herein or not, whether known or unknown and all other personnel claims, which have been filed or could have been filed by him/her against the U.S. Department of the Interior or any of its Bureaus and Offices (hereinafter, the Agency) through the date of execution of this Resolution Agreement.

The claims in the pre-complaint resolved by this Resolution Agreement are as follows:

The parties mutually agree to the following terms and further agree that these terms shall fully and forever resolve the Employee's allegations of discrimination against the Agency, and that except as specified herein, no other promises, conditions or obligations are made by or imposed on the parties:

1. By executing this Resolution Agreement, the Employee withdraws and dismisses, with prejudice, her pre-complaint of discrimination identified above, and any other allegation, complaint, grievance or other action she has filed or could have filed, except for her worker's compensation claim. The Employee further agrees not to institute, file or otherwise initiate or cause to be instituted, filed or initiated on her behalf, any complaint or other action, including civil court litigation, against the Agency, its bureaus, offices, agents or employees which has or could have been filed by her through the date of execution of this Resolution Agreement.
2. The Employee understands and agrees that she will receive no relief or other consideration beyond that recited in this Resolution Agreement, and that her acceptance of this shall be final and conclusive.

ATTACHMENT I

3. The Employee shall bear her own costs including attorney's fees relating to this matter.

ACCORDINGLY, THE AGENCY AGREES TO:

- 1.
- 2.
- 3.

THE EMPLOYEE AGREES TO:

- 1.
- 2.
- 3.

BOTH PARTIES FURTHER AGREE:

1. That this Resolution Agreement shall not constitute or be construed as an admission of liability or wrongdoing by the Agency, but is for the purpose of resolving disputed claims. Upon compliance and or payment of the items and or amounts set forth in this Resolution Agreement, the Employee waives and releases the Agency in full from any claims or causes of action for back pay, damages, interest or attorney's fees, which she raised or could have raised through the date of this Resolution Agreement.
2. That the parties warrant that they have not assigned or transferred any of the claims released herein to other persons, parties or entities.
3. That should the Agency fail to honor its obligations as set forth in this Resolution Agreement then 29 CFR 1614.504 shall govern. If the Employee believes that the Agency has failed to comply with the terms of a settlement agreement or final decision, the Employee shall notify the Director, Office of Civil Rights, Office of the Secretary, U.S. Department of the Interior, in writing, of the alleged noncompliance within 30 days of when the Employee knew or should have known of the alleged noncompliance. The Employee may request that the terms of the settlement agreement be specifically implemented or, alternatively, that the pre-complaint be reinstated for further processing from the point processing ceased.

ATTACHMENT I

4. If the determination is made that a breach has occurred and the pre-complaint is reinstated for processing, the Employee agrees and understands that she will be required to return all payments or benefits conferred pursuant to the terms of this Resolution Agreement.
5. Furthermore, the Employee expressly understands that she has an unequivocal right to consult an attorney prior to executing this Agreement, and enters in this Agreement with the full understanding of its terms and conditions.
6. This Agreement shall become effective after seven calendar days following its execution by the Employee.
8. This Agreement contains the complete understanding between the parties, and there are no other terms except those specified herein. The parties understand these terms and have agreed to them freely and voluntarily and had had the opportunity to consult with counsel.

[For Potential or Existing Age Discrimination Complaints]

8. Complainant/appellant knowingly and voluntarily waives his/her rights under the Age Discrimination in Employment Act (ADEA) that she/he has asserted or could have asserted up to and including the effective date of this Agreement
9. By signing this Agreement Complainant/appellant acknowledges that she/he has been advised of his/her right to consult with counsel of her choice concerning the terms of this Agreement prior to the execution of the agreement. Complainant/appellant acknowledges she/he has either done so or has freely chosen not to so consult.
10. Complainant/appellant enters into this Agreement with full understanding of its terms and conditions.
11. Complainant/Appellant and the Agency acknowledge that binding legal consideration exists for this agreement in return for waiver of any and all ADEA rights and claims she/he has asserted or could have asserted prior to the effective date of this Agreement.
12. Complainant/appellant acknowledges that she/he has been given 21 days from the receipt of this Agreement to consider its terms. Should she/he sign this Agreement before the 21-day time period has expired, she/he acknowledges that her decision to accept such a shortening of this period is knowing and voluntary, and presumptively reasonable, and was not induced through fraud, misrepresentation, coercion, duress or threat to withdraw or alter the terms of the Agreement.
13. By signing this Agreement, Complainant/appellant understands that she/he is not waiving any future rights or claims under the Age Discrimination in Employment

ATTACHMENT I

Act, as amended, 29 U.S.C. § 621 *et seq.*, for actions arising after this Agreement becomes effective.

14. Complainant/appellant has seven (7) calendar days following his/her execution of this Agreement to revoke the Agreement. Accordingly, this Agreement shall become effective when signed and dated by all of the individuals identified on the signature page, below, and after seven (7) calendar days following its execution by Complainant/appellant. Complainant's/appellant's revocation of this Agreement, if any, must be in writing and delivered to the Agency Representative at his/her address of record.

Facsimile copies of the signature sheet shall constitute the original signatures.

_____	_____
Disputant	Date
_____	_____
Bureau Representative	Date

DRAFT

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.

ATTACHMENT J

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

ATTACHMENT J

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.

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DOI CORE PLUS ROSTER of IN-HOUSE NEUTRALS

See CORE PLUS at <https://portal.doi.net/cadr> 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

ATTACHMENT K

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 in-house 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,

ATTACHMENT K

sexual orientation, marital status, disability, age or membership or non-membership in an employee organization.

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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: _____

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	202-208-6848
FOIA Questions	Shayla Simmons	202-208-7950
Ethics	Cindy Cafaro	202-208-5216
	Melinda Loftin	202-208-7960
Neutral Services: Employee Assistance Program (EAP) FMCS BPA Vendors		
CORE PLUS Policies and Procedures/ Roster and BPAs	Elena Gonzalez	202-254-5509
	David Emmerson	202-254-5528
	Susan Goodwin	202-254-5527
	Matt Costello	202-254-5507
	Saman Hussain	202-254-5508
	Shayla Simmons	202-208-7950
	Jackie Jackson	202-327-534

**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

ATTACHMENT M

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

ATTACHMENT M

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 202-254-5507 or you may also call your Bureau Dispute Resolution Specialist from the list below:

Name:	Title:	Phone:	Fax:
E-Mail Address:			
T. Britt Price Britt_Price@oha.doi.gov	OHA	(703) 235-3810	(703) 235-3750
John Strylowski John_Strylowski@ios.doi.gov	Exec. Sec.	(202) 208-3071	(202) 219-2100
Michelle Singer Michelle_F_Singer@ios.doi.gov	BIA/BIE	(505) 563-5415	(505) 563-3811
Matt Magee (Acting) matt_magee@blm.gov	BLM	(202) 254-3325	(202) 418-3012
James Hess JHess@usbr.gov	BOR	(202) 513-0543	(202) 513-0319
Ben Livingston Ben_Livingston@fws.gov	FWS	(703) 358-1935	(703) 358-2349
Janine Tobias Janine.Tobias@mms.gov	BOEMRE	(202) 208-4657	
Ruth Stokes Rstokes@osmre.gov	OSM	(202) 208-2611	(202) 219-3101
Cheryl Caldwell ccaldwell@usgs.gov	USGS	(703) 648-7469	(703) 648-4132
Jerry Simpson jerry_simpson@nps.gov	NPS	(202) 208-5587	
Marcia Keener Marcia_Keener@nps.gov	NPS	(202) 208-4298	(202) 219-8835

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			

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**CORE PLUS
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: _____

ATTACHMENT N

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: _____

ATTACHMENT N

Mediator Trainee Signature:

Date

Experienced Mediator's Signature

Date

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CORE PLUS Tracking System – Data to be Collected on ADR Tracker

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:

ATTACHMENT O

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:

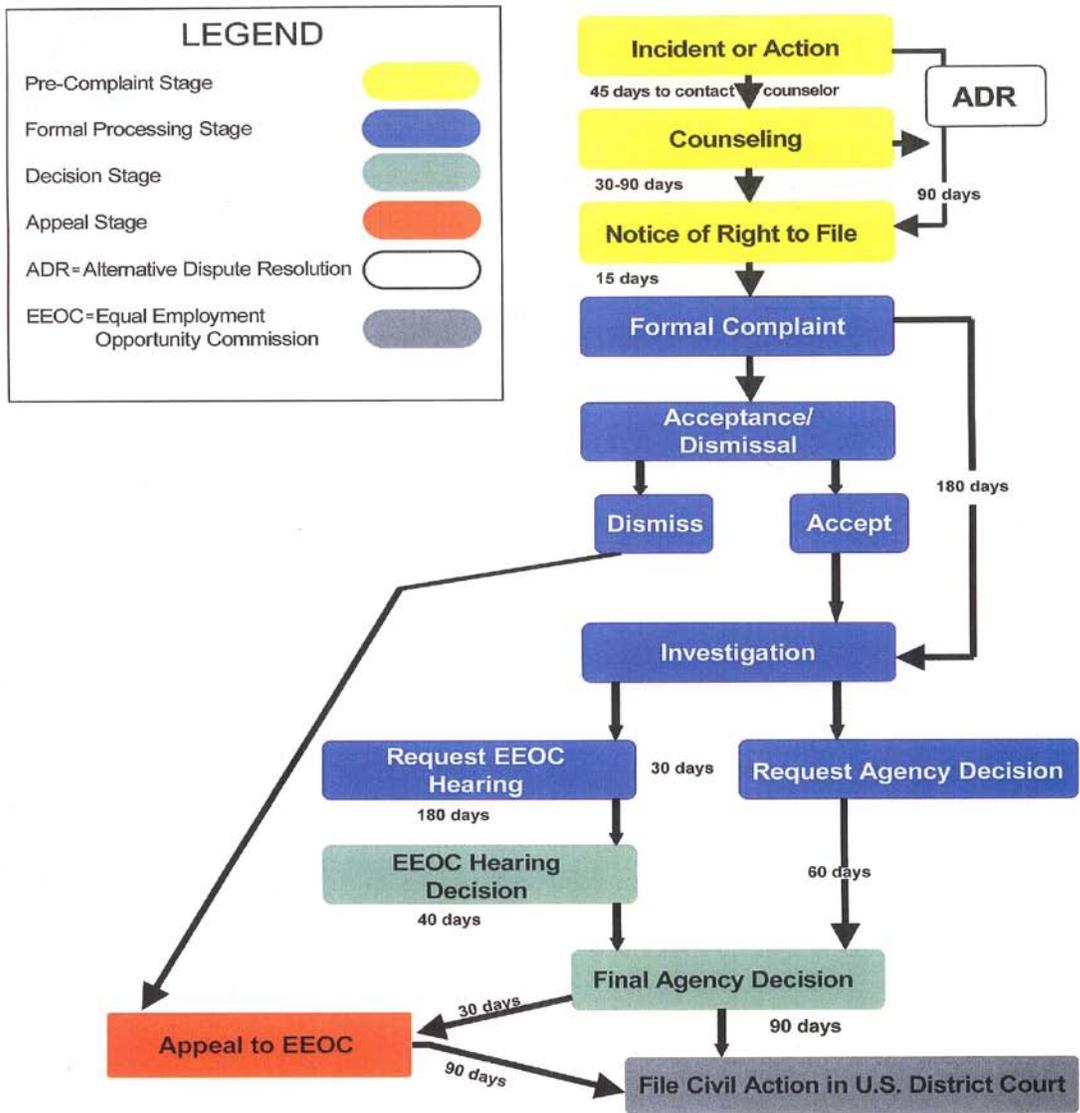
Coaching
Mediation
Climate/Situation Assessment
Group Facilitation
Training
Team-building
Other

Total time spent by Neutral (hours) :

Resolution:

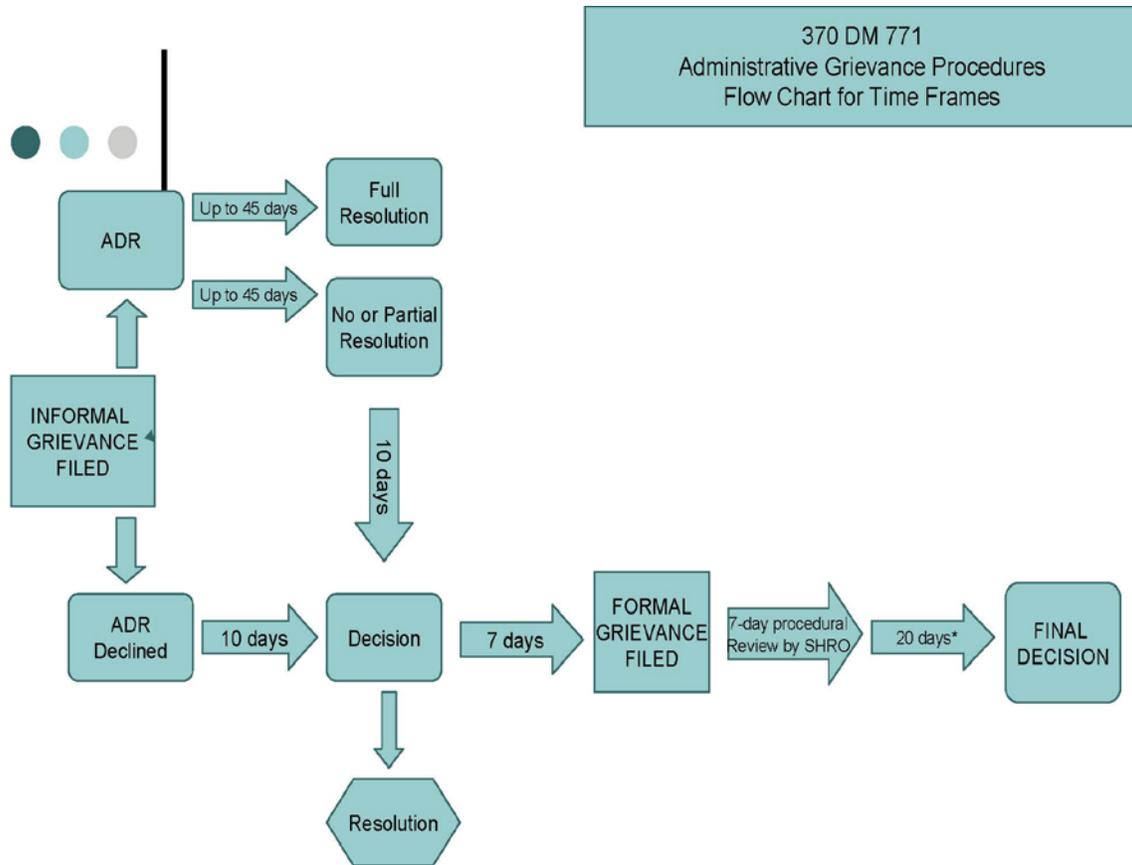
Yes – full
Yes – partial
No

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



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

ATTACHMENT P



**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.*

BASIC CORE PLUS Process Options

Mediation: A confidential process in which an impartial practitioner (mediator) who has no decision-making authority assists parties in a dispute to reach a mutually acceptable resolution of the issues.

Facilitation: A process where an impartial practitioner (facilitator) assists to improve the flow of information between parties or helps a group move through a problem-solving process to reach group decisions, achieve stated goals, or to resolve or improve a situation. A facilitator generally becomes less involved in the substantive issues than a mediator.

Conflict Coaching: A one on one voluntary and confidential process that combines ADR and coaching principles. An individualized method for helping one person develop skills and strategies to constructively manage interpersonal conflicts.

Climate Assessment: The engagement of an impartial practitioner to conduct confidential interviews, written surveys or focus groups to assist management and group members gain a clearer understanding of a situation, identify areas where things are working well, areas where improvements are possible, and determine any steps or processes that could help resolve or improve the situation.

Consultation: This is an informal one on one meeting or discussion with an impartial neutral third party to allow a venue for deliberation, discussion or decision by an employee or manager considering their options.

Cooperative Problem-Solving: This is an informal technique that does not require the assistance of an impartial neutral practitioner, in which the parties recognize that a problem or dispute exists and agree to work together to resolve the conflict or dispute through collaboration rather than competition in order to avoid the negative impacts that could otherwise occur. If cooperative problem-solving proves too difficult or does not resolve all of the issues, the parties may seek impartial third party assistance.

Conciliation: This process involves an impartial third party who assists the parties to address tensions or hurt feelings, resolve issues of concern and improve communication, clarify misunderstandings and build a more positive working relationship.

Facilitated conversation: This process involves an impartial third party to assist in a difficult conversation to surface tensions or issues of concern, clarify misunderstandings, and improve communication and working relationships. It is less formal than a mediation process.

Additional conflict management tools:

ATTACHMENT Q

Alternative Discipline - currently ad hoc and rare, but CADR plans to develop with HR for all bureaus.

Training and Team-building – modules exist on conflict management skills, difficult conversations, communication skills, cultural competency, introduction to interest based negotiations, basic and advanced mediation skills and basic facilitation skills and additional training can be identified or designed based on specific needs.

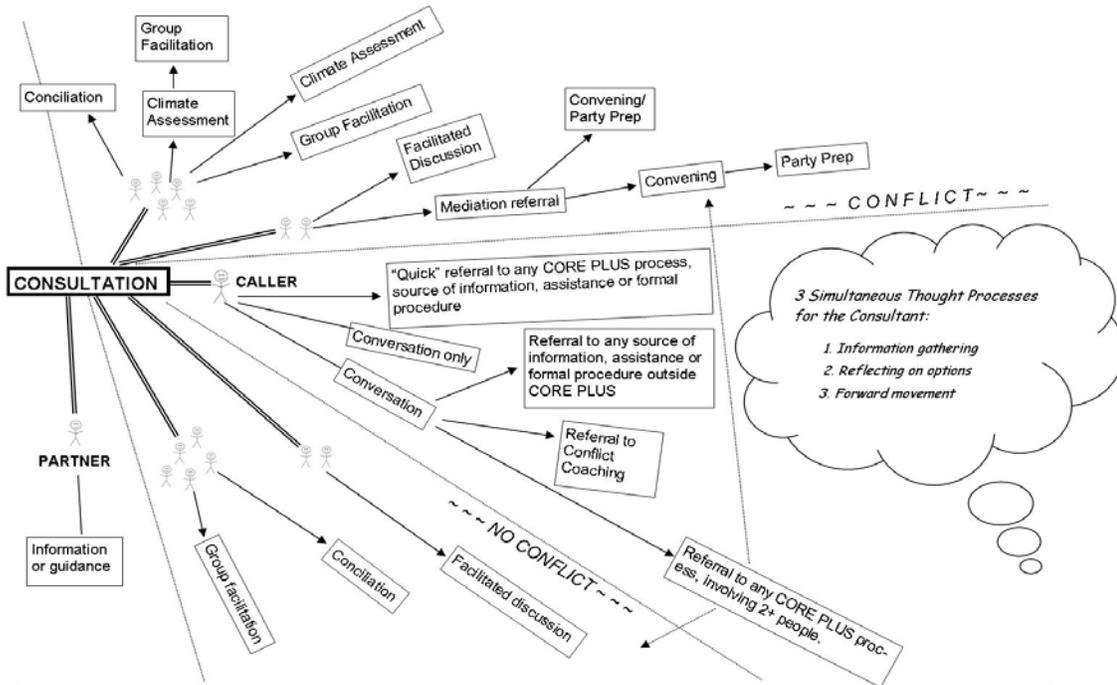
Ombuds role – currently in BLM only or through BPA vendors as a contractor, but CADR exploring design of ombuds component for CORE PLUS.

Organizational development assistance – currently in USGS and NPS only, and available through BPA vendors for other bureaus and offices.

Peer review – plan to design peer review program for DOI in FY 2011.

Early Neutral Evaluation – available on request through BPA vendors or CADR office.

CORE PLUS CONSULTING QUICK REFERENCE FLOW CHART



DIA

CORE PLUS Consultation Checklist

Conversation-Openers Checklist

- ✓ Acknowledge caller and validate their contact with you.
- ✓ Insure that caller is someplace where he or she can talk freely.
- ✓ Describe the CORE PLUS consultation role.
- ✓ Explain confidentiality.
- ✓ Clarify where the caller works and ask if the caller is in a bargaining unit. (If the caller elects to pursue a CORE PLUS process, you will need to ascertain whether the union has an MOU or will allow participation in CORE PLUS).

Conversation Next-Steps

- ✓ Find out what the issue is that has brought the caller to contact CORE PLUS.
- ✓ **Find out who else the person has talked to, what, if anything, that person is already doing and what led the caller to contact someone now.**

Throughout the Conversation, Reflect

- Am I uncomfortable?
- Does my engaging in this conversation raise an ethics or confidentiality concern?
- Is the situation more complex than usual?
- Does the situation involve senior officials?
- Will engaging in this conversation or taking next steps be too time-consuming for me?

If the answer to any of these questions is yes, you can consult with your BDRS and/or the CADR office or Senior Counsel to CADR to discuss, or consider handing off to the CADR office or Senior Counsel to CADR.

Sample Information-Gathering Questions

- **When did this problem begin? How long has it been going on? Is it a change from before? What can you tell me about the history of this issue?**
- What's most important to you? How are you feeling?
- What steps have you taken to address the situation? What's working? What's not working? What do you think would help you most in this situation?
- What do you think are the causes of the problem? How widespread is the problem? What have you seen or heard to lead you to think this? Can you give me a specific example?
- Who else is involved in this situation? Have you talked to that person/s?
- What would you like to see changed? What's your goal?
- What's getting in the way of fixing this?
- Other relevant questions.

Information-Gathering Considerations

- What CORE PLUS processes might be most useful for this situation?
- What other sources of information or formal procedures might be useful?
- Who needs to be involved? Who is already engaged?
- Who else do I need to contact? What is the purpose of that contact?
- What actions can I take? (Get permission from the caller.)
- What might the caller be able to do on his/her own? (Ask if would be willing to.)
- Who is impacted? Who are the stakeholders?
- Who is the primary decision-maker? Who represents management? Who has the power to block the process?
- Are there costs involved? What other resources are available or needed? Who do I talk to about the costs? Or contracting?
- What disability or other accommodations need to be in place?

ATTACHMENT S

- Does the caller have the information they need to make a free informed choice about how they want to proceed?
- Does the caller understand the next steps after this call?

Resources Outside of CORE PLUS

If the caller raises any of the following issues, you should let them know of relevant resources, information, and assistance available to them. If you don't have contact information for these resources, get in touch with your BDRS. Some of these resources concern their rights and responsibilities.

Discrimination based on an EEO-protected category	EEO
Sexual harassment or hostile work environment	EEO
Allegations of waste, fraud or abuse	IG
Health & Safety concerns	HR
Whistleblower	OSC
Violence or threats of violence	HR/MGT
Emotional/mental health/family concerns	EAP

CORE PLUS Elevator Speech

You can do your job better when you manage and resolve conflict. CORE PLUS is a network of people who can help you do that. We are impartial and confidential. We train, we coach, we mediate, we facilitate. We give you a safe place to talk.

CORE PLUS offers tools and processes you can use to solve problems for yourself. We teach communication and conflict management skills, so you can prevent conflicts from escalating when possible. When you need a hand, we help you find the right kind of assistance you need. We help you get better results.

DRAFT