

CORE PLUS IMPLEMENTATION HANDBOOK

(January 2008 draft)

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

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

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1. Departmental Policy and Objectives of the CORE PLUS Program

The CORE PLUS program is established in the Departmental Manual (DM) at 370 DM 770. This DM chapter applies to all bureaus and offices. The Office of Collaborative Action and Dispute Resolution (established at 112 DM 21) is responsible for overseeing implementation of the CORE PLUS program. The CADR office works in close

coordination with the Directors of the Department's Human Resources and Civil Rights offices and the Office of the Solicitor to ensure that all CORE PLUS policies and guidance are clear and consistent with all relevant laws, regulations and Departmental policies.

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

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

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

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

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

Recognize conflict
Respond strategically
Resolve appropriately
Reflect

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

Factors contributing to the success of the CORE PLUS program:

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

2. Scope of Coverage and Definitions

Who has access to the CORE PLUS program?

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

What matters can be addressed in the CORE PLUS program?

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

When is CORE PLUS available?

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

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

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

3. CORE PLUS Program Requirements and Responsibilities

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

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

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

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

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

Time Frames and compliance with other processes.

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

Administrative Grievance Procedures attached
Reasonable Accommodation Policy attached
EEO and Sexual Orientation Discrimination Complaint Procedures attached
EEO Process Chart attached
Whistleblower Complaint guidance attached
Conduct and Discipline Guidance attached
Performance Management Handbook attached

CORE PLUS Steps and Procedures. *Have basic guidance now, but need volunteers to help to flesh out all answers/information that should be provided, after the orientation conference.*

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

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

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

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

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

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

There are several sources of skilled conflict management and conflict resolution neutrals available to assist DOI employees. One source of neutral assistance including mediators and facilitators is the CORE PLUS Roster managed by the CADR office and the BDRS for use by all Bureaus. This in-house roster includes approximately 70 certified CORE PLUS Neutrals at any time who are DOI employees from all regions of the U.S. In addition, the CORE PLUS program includes access to trained and experienced mediators from other federal agencies through the Federal Government Shared Neutrals program in DC and other federal rosters of neutrals maintained and coordinated by the Federal Executive Boards (FEBs) in several regions. The Federal Mediation and Conciliation Service (FMCS) is another source of experienced mediators and facilitators available at a fixed rate cost. CADR has negotiated an inter-agency agreement with FMCS to give any bureau or office the ability to acquire an FMCS mediator, facilitator or trainer from any part of the country through a simple standard process.

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

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

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

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

How can an ADR process be ended?

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

Notice of Results and Options.

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

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

Settlement Agreements. See Attachment I.

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

Written agreements should be signed and dated by all parties to the process. The CORE PLUS Neutral will provide each party and other appropriate officials who need to know under Department policies and procedures, with an original copy of the settlement

agreement. It is important to ensure that any agreement is carefully drafted to accurately capture the terms of any agreement reached between the parties, and to seek appropriate technical guidance and review, as appropriate, prior to the final signing of a settlement agreement, in order to ensure that all terms are consistent with relevant laws, regulations, collective bargaining agreements and Department policies before the parties end the CORE PROCESS process.

*The Department is developing guidance on **settlement authority** and will provide additional forms and sample language in that new DM Chapter when it is published.*

Record-keeping – see CORE PLUS DM on who keeps what records and when. Currently there is no separate privacy act system of records for the CORE PLUS program. There should not be any CORE PLUS files maintained by the name of the individuals seeking assistance and no separate records are retained by the CORE PLUS program on any individual matter once a CORE PLUS process is completed.

4. Sources and qualifications for CORE PLUS neutral assistance.

CORE PLUS Roster of In-House Neutrals – See Attachment J.

Qualifications for CORE PLUS Neutrals

Certification Requirements

Ethical responsibilities for neutrals – mediators, facilitators and coaches

DOI Roster operation and background document on Roster

External sources and operations – See Attachment J.

Shared Neutrals programs- in DC and Regions (FEB)

Federal Mediation and Conciliation Service (FMCS)

Air Force mediators or other sources used with success?

Blanket Purchase Agreements (BPA) awards and procedures

Provides easy access to private sector assistance

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

- Training requirements for certification as CORE PLUS roster members – basic and annual advanced training -ongoing.
- Training on CORE PLUS program included in the No Fear Act training -ongoing.
- Conflict management skills training for all SES, supervisors, managers and attorneys –ongoing.
- CORE PLUS education and skills training for all EEO and HR staff – delivery during fy 2008 and 2009.
- Electronic CORE PLUS orientation training for all employees – launch in Oct. 2008.
- Advocacy in Mediation training for attorneys – test curriculum during fy 2008.
- Confidentiality training for CORE PLUS program for BDRS, CORE PLUS Coordinators, CORE PLUS Roster members and employment attorneys -ongoing.
- Convening skills training for all BDRS, CORE PLUS coordinators and Roster members.
- Difficult Conversations training for managers –test curriculum during fy 2008.

6. Tracking, Evaluation and Reporting Procedures

ADR Tracker to be used by all bureaus and offices – common fields to be tracked.
Evaluation forms for use by all bureaus and offices- old examples and new from Andy Rowe.

Annual reporting format and due dates to be established by the CADR office in consultation with the IDRC – proposal for fiscal year reports to be submitted by each BDRS by Dec. 10 each year and compiled for publication by CADR office by Jan. 15 each year.

7. Additional sources of information

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

BPA Vendor links and FMCS Website?

ATTACHMENTS:

- A. CORE PLUS Confidentiality policy and Sample Confidentiality Clauses
- B. Memorandum for Unions and Sample MOU on CORE PLUS
- C. CORE PLUS Intake form
- D. ADR Election form
- E. Agreement to Mediate form
- F. Example of conflict coaching agreement
- G. Notice of Options and Results form
- H. Designation of Representative form
- I. Guidance on Settlement Authority and Sample Settlement Agreements
- J. Sources of Neutrals Information
 - CORE PLUS Roster and CORE PLUS Blanket Purchase Agreement Awards and Operating Procedures
 - Shared Neutrals and FMCS and FEBs
- K. CORE PLUS contact information sheet
- L. CORE PLUS Participant evaluation form
- M. CORE PLUS neutral evaluation form
- N. ADR Tracker input form
- O. CORE PLUS brochure and example of insert with Bureau/Office contact information
- P. Human Resources Policies, Guidance and Procedures
- Q. Civil Rights Policies, Guidance and Procedures

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

References and Background

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

Section-by-Section Analysis of Confidentiality Provisions

Questions and Answers on Confidentiality under the ADRA

Guidance on Confidentiality Statements for Use by Neutrals

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

December 29, 2000

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

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

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

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

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

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

Department of the Interior Confidentiality Policy

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

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

ATTACHMENT A

- (a) Prevent manifest injustice;
 - (b) Help establish a violation of law; or
 - (c) Prevent harm to the public health or safety,of sufficient magnitude in the particular case to outweigh the integrity of dispute resolution proceedings in general by reducing the confidence of parties in future cases that their communications will remain confidential.

- F. The **parties** shall not voluntarily disclose or be required to disclose any dispute resolution communication, unless:
 - 1. The communication was prepared by the party seeking disclosure;
 - 2. All parties consent in writing;
 - 3. The communication has already been made public;
 - 4. A statute requires that the communication be made public;
 - 5. A court determines that such testimony or disclosure is necessary to:
 - (a) Prevent a manifest injustice;
 - (b) Help establish a violation of law; or
 - (c) Prevent harm to the public health or safety,of sufficient magnitude in the particular case to outweigh the integrity of dispute resolution proceedings in general by reducing the confidence of parties in future cases that their communications will remain confidential.
 - 6. The communication is relevant to determining the existence or meaning of an agreement reached in the ADR proceeding or to the enforcement of the agreement; or
 - 7. The communication was provided to all parties to the dispute resolution proceeding. This does not include communications generated by the neutral.

- G. The parties may agree to alternative confidentiality procedures for disclosure by a neutral as long as they inform the neutral before commencement of the dispute resolution proceeding.

- H. The parties may agree to alternative confidentiality procedures for disclosure by the parties, and they could agree to hold communications made available to all parties confidential.

- I. If alternative confidentiality procedures provide for less disclosure than provided by the ADRA, the neutral or the parties may be required to disclose these communications under the Freedom of Information Act, other statutory authorities, or a court order, despite their agreement not to disclose.

- J. If a demand for disclosure by way of discovery or other legal process is made upon a neutral regarding a dispute resolution communication, the neutral shall make reasonable efforts to notify the parties and any affected nonparty participants of the demand. If the party or participant does not offer to defend the neutral's refusal to disclose the requested information within 15 days, the neutral may disclose the information.

ATTACHMENT A

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

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

ATTACHMENT A

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

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

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

DRAFT

Memorandum

To: DOI Union Representatives

From: Sharlyn Grigsby
Director, Office of Human Resources

Elena Gonzalez
Director, Office of Collaborative Action and Dispute Resolution

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

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

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

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

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

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

ATTACHMENT B

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

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

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

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

Guidance on CORE PLUS MOUs for Unions and Management

General:

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

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

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

EXAMPLE

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

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

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

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

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

ATTACHMENT B

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

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

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

Signatures of the Parties:

Union

Management

Date:

DEPARTMENT OF THE INTERIOR
CORE PLUS INTAKE FORM

NAME OF INTAKE PERSON: _____

NAME OF EMPLOYEE/S: _____

BUREAU OR OFFICE: _____

PHONE NO(S): _____

DATE OF INITIAL CONTACT: _____

BASIC CONCERNS/ISSUES RAISED:

IS THE EMPLOYEE PURSUING ANY OTHER AVENUE OF REDRESS?

YES:

NO:

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

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

EMPLOYEE SIGNATURE _____

DATE _____

ASSISTANCE PROVIDED/METHODS USED/AND RESULTS:

NOTICE OF RESULTS AND OPTIONS ISSUED? YES:

NO:

CORE PLUS ADR ELECTION FORM

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

- To participate in a mediation.
- To participate in a group facilitation process.
- To participate in conflict coaching.

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

Location:
Date and Time:
Parties:
Neutral:

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

Employee/Aggrieved

Date

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

ATTACHMENT D

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

Date

Memorandum

To:

From:

Subject: ADR Process Confirmed

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

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

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

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

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

Attachment

ATTACHMENT E

**Sharing Neutrals: A Federal Interagency Collaborative Effort on Behalf of ADR
Agreement to Mediate**

The parties voluntarily agree to mediate. The parties understand that mediation may be terminated at any time by either party or by the mediator/s. The mediators have no authority to decide any case and are not acting as advocates or attorneys for any party. The parties have a right to representation during a mediation.

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

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

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

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

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

Party Date

Representative(s) Date

Party Date

Representative(s) Date

Mediator(s) Date

ATTACHMENT E

FMCS Agreement to Mediate coming soon.

CORE PLUS PROGRAM AGREEMENT TO MEDIATE

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

The provisions of this agreement are as follows:

- The mediator is a neutral third-party facilitator who will guide the Parties through a process designed to help them reach their own resolution. The mediator will not make decisions about "right" or "wrong" or tell the Parties what to do.
- The parties enter mediation without fear of restraint, interference, coercion, discrimination, or reprisal of any kind.
- The confidentiality provisions of the Administrative Dispute Resolution Act apply to this mediation. These provisions focus primarily on protecting private communications between parties and the mediator. Under the ADR Act, the oral communications parties make to the mediator during mediation are protected. The same is true for written communications parties prepare for mediation and give only to the mediator.
- The parties understand that the ADR Act does not protect oral communications made with all the other parties present or documents a party makes available to all other parties. The parties further understand that they can contract for additional confidentiality. The parties therefore agree to extend the level of confidentiality afforded by the ADR act to include all communications between the parties, as well as between the parties and the mediators, including written communications.
- The parties also understand that despite this agreement for additional confidentiality, outside parties may still have access under the Freedom of Information Act to documents which a party makes available to all other parties.
- In unusual circumstances, a judge can order disclosure of information that would prevent a manifest injustice, help establish a violation of law, or prevent harm to public health and safety. Further, information concerning fraud and criminal activity or threats of imminent harm will not be considered confidential in this mediation.

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

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

Party A signature & date: _____

Party B signature & date: _____

Mediator: _____

**CONFLICT COACHING AGREEMENT
For CORE PLUS PROGRAM**

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

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

Conflict Coaching Roles and Responsibilities:

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

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

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

Confidentiality:

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

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

ATTACHMENT F

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

Voluntariness:

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

Scheduling sessions:

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

Signatures and dates:

Coachee name and Date

Coach name and Date

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

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

Name of employee:

Name of CORE PLUS Coordinator or Neutral:

Date of Initial CORE PLUS Contact:

Type of CORE PLUS process assistance provided:

Final Results and Date CORE PLUS Process ended:

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

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

CORE PLUS Neutral or Coordinator signature: _____

Date: _____

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

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

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

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

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

Name of Employee Designating a Representative

Signature of Employee Designating a Representative and Date

Name of Representative

Telephone No.

Signature of Representative and Date

ATTACHMENT I

**SETTLEMENT AUTHORITY GUIDANCE AND
SAMPLE AGREEMENTS FORMATS and CLAUSES**

Under development –will be shared when published

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ATTACHMENT J

CORE PLUS ROSTER of INHOUSE NEUTRALS

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

Background:

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

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

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

The CORE PLUS program will support the goals of:

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

What will be expected of roster members?

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

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

Who should apply for the roster?

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

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

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

Ideally, roster applicants should possess:

1. Excellent communication skills
2. Excellent listening skills
3. Ability to remain impartial
4. Trustworthiness
5. Honesty
6. Ability to maintain confidentiality
7. Patience

ATTACHMENT J

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

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

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

The roster application process:

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

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

Method of Evaluation for Selection:

Applicants will be evaluated based on their level of interest, relevant education, skills training and past and current level of experience with ADR processes and conflict management principles and practices; as well as supervisory approval and organizational and geographic location.

The Roster Certification Process:

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

Training requirements:

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

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

Requisite experience:

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

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

Other Information:

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

How To Apply:

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

Applications should be submitted to:

Office of Collaborative Action and Dispute Resolution
U.S. Department of the Interior
1849 C Street NW, Mail Stop: 5129 MIB
Washington, DC 20240
Attn: DOI Workplace ADR Coordinator

Telephone: 202-327-5383

Fax: 202-327-5390

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

SHORT 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: _____

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Draft January 2008

BPA Standard Operating Procedure for CORE PLUS services

A. Determine Needed Service.

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

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

1. Determination should be made after discussing matter with:
 - a. Individual(s) familiar with issue involved, and
COTR.
2. Requesting office should get general idea as to how many hours process (including convening) will take. (As a rule of thumb, most mediations can be handled in 8 hours or less).

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

1. In working directly with a vendor, requesting office must get a verbal or written proposal (e mail is sufficient) for the service from the vendor.
2. If requesting office accepts the proposal, it must issue an acceptance in writing (e mail is sufficient) to the vendor. The acceptance should contain:
 - a. Brief statement of the services purchased.
 - b. The time and location where the services will be rendered (i.e., where and when is the mediation taking place?).
 - c. The name of the individual performing the service
 - e. The intended Result of Process
 - f. The price of the job.
 - g. How to invoice the requesting office after services have been performed to the satisfaction of the requesting office.

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

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

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

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

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

3. Contracting Officer will send SOW to BPA vendors.

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

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

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

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

- a. Scheduling meetings/sessions

ATTACHMENT J

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

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

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

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

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**CORE PLUS PROGRAM
CONTACT SHEET**

This form is to be completed 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 and technical assistance.

| Functional Area/Issues: | Name | Phone No. |
|---|--|--|
| Bureau Dispute Resolution Specialist | | |
| Employee Relations | | |
| Labor Relations | | |
| Staffing and Classification | | |
| EEO Complaint Process | | |
| Sexual Harassment | | |
| Prohibited Personnel Practices | | |
| Whistleblowing | | |
| FOIA Questions | | |
| Employee Assistance Program (EAP) | | |
| Ethics | | |
| SOL/Employment division/ | | |
| Settlement Authority | | |
| SOL Senior Counsel for CADR/ Confidentiality | | |
| CORE PLUS Policies and Procedures/ Roster and BPAs | Elena Gonzalez David Emmerson Susan Goodwin Jonathan Steele | 202-327-5383 202-327-5318 202-327-5346 202-327-5345 |