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# United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

IN REPLY REFER TO:  
7202.4-OS-2017-00338

March 28, 2017

Via email

On March 14, 2017, you filed a Freedom of Information Act (FOIA) request with the seeking the following:

- 1) An electronic copy of the CORE PLUS DM chapter at <https://portal.doi.net/cadr>
- 2) An electronic copy of the CORE PLUS Implementation Handbook
- 3) An electronic copy of the Handbook on Getting to the CORE of Conflict: Conflict Management Skills for DOI.

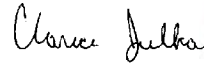
On March 15, 2017, we acknowledged your request and advised you of your fee status under the FOIA. Accordingly, we are writing today to respond to your request on behalf of the Office of the Secretary.

We are writing today to respond to your request on behalf of the Office of the Secretary. Please find attached three files, consisting of 158 pages, which are being released to you in their entirety.

We do not bill requesters for FOIA processing fees when their fees are less than \$50.00, because the cost of collection would be greater than the fee collected. (see 43 C.F.R. § 2.37(g)). Therefore, there is no billable fee for the processing of this request. This completes the Office of the Secretary's response to your request.

If you have any questions about our response to your request, you may contact Leah Fairman by phone at 202-513-0765, by fax at 202-219-2374, by email at [os\\_foia@ios.doi.gov](mailto:os_foia@ios.doi.gov), or by mail at U.S. Department of the Interior, 1849 C Street, NW, MS-7328, Washington, D.C. 20240.

Sincerely,



Digitally signed by CLARICE  
JULKA  
Date: 2017.03.28 10:23:30 -04'00'

Clarice Julka  
Office of the Secretary  
FOIA Officer

Electronic Enclosure

## Department of the Interior Departmental Manual

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**Effective Date:** 12/19/08

**Series:** Personnel Management

**Part 370:** Departmental Personnel Program

**Chapter 752.2:** Conflict Resolution PLUS Program

**Originating Office:** Office of Collaborative Action and Dispute Resolution

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**This chapter is renumbered and reissued for indexing purposes only. No changes have been made to the policy.**

### 370 DM 752.2

**1.1 Purpose.** This chapter provides policy, procedures, and requirements for the Department of the Interior's (Department) CONflict RESolution PLUS (CORE PLUS) program. The CORE PLUS program is an alternative to the other adversarial dispute resolution processes. It replaces two existing workplace alternative dispute resolution programs: CORE, previously under the direction of the Office of Human Resources, and EEO PLUS, previously under the direction of the Office of Civil Rights. CORE PLUS is an integrated conflict management system that emphasizes early cooperative problem-solving and constructive conflict management in addition to alternative dispute resolution processes.

**1.2 Authority.** Administrative Dispute Resolution Act of 1996, P.L. 104-320; 5 U.S.C. §§ 571-584.

**1.3 Policy.** The Department is committed to attract, retain, and support dedicated, talented, and resourceful employees who work cooperatively to provide exemplary service to the public. The ability to proactively manage and resolve workplace conflict improves the Department's quality of work life and productivity. All employees (non-supervisory, supervisory, managerial, and senior executives) are free to participate in the CORE PLUS program without restraint, interference, coercion, discrimination, or reprisal of any kind. Bureaus/Offices may not issue supplemental CORE PLUS program policy but may issue supplemental implementing guidance as needed by seeking review and clearance from the Office of Collaborative Action and Dispute Resolution (CADR).

**A. The CORE PLUS program does:**

- (1)** Address any issue/concern raised by any Department employee;

(2) Provide all employees with fair, equitable, and effective means for constructively resolving workplace conflicts or disputes at the earliest opportunity, at the lowest organizational level, and to the mutual satisfaction of all parties; and

(3) Rely on a coordinated network of information and resources to help all employees promptly address issues and concerns in the workplace and reduce destructive disputes.

B. The CORE PLUS program does not:

(1) Replace any legal or administrative avenues of redress available to employees or provide any extension of time frames in which to seek redress under any formal administrative processes unless otherwise provided for within a specific administrative process (e.g., Equal Employment Opportunity (EEO) complaint process, or Administrative Grievance Procedures); or

(2) Delay any pending disciplinary action unless management decides or concurs that the action can be held in abeyance based on the particular circumstances of the case.

**1.4 Objectives.** The CORE PLUS program focuses on maximizing the use of early conflict management tools such as open door policies for supervisors, training, team building, and open dialogue, as well as ADR processes such as mediation or facilitation, to improve interpersonal communications between and among employees and supervisors, and to preserve relationships between and among employees and supervisors rather than advancing adversarial positions and win-lose outcomes. It encourages better communication and early resolution of concerns and conflicts by providing:

A. Information that will address specific workplace issues/concerns; and

B. When appropriate, neutral conflict resolution assistance to address employee and management concerns.

**1.5 Coverage.**

A. The CORE PLUS program policies, procedures, and requirements apply equally to all bureaus/offices of the Department.

B. The CORE PLUS program covers all Department employees, regardless of type and tenure of appointment. However, for bargaining unit employees to have access to the CORE PLUS program, there must be specific authorization in the collective bargaining agreement, a Memorandum of Understanding (MOU), or other written agreement between the union and local management.

C. Some matters have specific administrative processes and time frames that an employee must follow in filing a formal complaint. These matters include but are not limited to EEO, sexual orientation discrimination claims, administrative grievances, whistleblower complaints, and prohibited personnel practices. If an employee seeking assistance from the

CORE PLUS program has raised an issue/concern in one of these areas, the CORE PLUS Neutral will inform the employee of other available avenues as appropriate to the circumstances and refer the employee to other sources of information on those avenues.

#### 1.6 Key Terms.

- A. Agreement. A resolution agreed to by the parties. Agreements should be in writing.
- B. 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 neutral 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 a 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 Neutrals can assist parties in selecting an appropriate process.
- C. 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.
- D. Bargaining Unit Employee. An employee included in an exclusive bargaining unit. A bargaining unit is a grouping of employees that a union represents (or seeks to represent) and that the Federal Labor Relations Authority finds appropriate for collective bargaining purposes.
- E. 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 the CORE PLUS program in the bureau.
- F. Conciliation. An informal ADR method in which a neutral third party assists the parties to build a positive relationship.
- G. Conflict. The tension or struggle that arises when individuals have differing wants, needs, ideas, beliefs, values, or goals. Conflict may result in dissatisfaction, disagreement, or frustration over unmet expectations or misunderstandings in the workplace.
- H. Conflict Management. The ability to recognize conflict and respond appropriately to resolve the underlying concerns before adversarial positions are hardened.
- I. 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 Neutral services. For purposes of implementing the policies and procedures in this DM Chapter, any reference to CORE PLUS Neutral also includes external ADR Practitioners or Third Party Neutrals. 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 it is appropriate and the parties are willing to participate), or securing the services of other ADR practitioners acceptable to the parties.

J. Days. Refers to consecutive calendar days. If the date that ordinarily would be the last day for filing falls on a Saturday, Sunday, or Federal Holiday, the final date will be the first workday after that date.

K. Dispute. A conflict becomes a dispute when someone makes a claim, demand, or request of another (employee, supervisor, or manager) and it is denied, rejected or not acted upon.

L. Employee. A current Department of the Interior employee including a manager/supervisor or senior executive.

M. Group Facilitation. An informal ADR method used to improve the effectiveness of a group. A neutral third party assists a group of participants with communication and sharing information, identifying issues, developing problem-solving steps, maintaining direction, and keeping focused on resolution of the issues/concerns to achieve agreed upon goals.

N. Issue/Concern. A matter that engages a person's attention, interest or care, or that affects a person's welfare, performance, or job satisfaction. An expression of dissatisfaction (including disputes) by an employee or group of employees, on a matter arising in the workplace.

O. Manager/Supervisor. May be a party in the conflict or dispute who participates in good faith to resolve workplace concerns including with other managers or supervisors. The manager/supervisor participating in an ADR process must have the authority to approve and implement a written agreement, subject to appropriate administrative, technical, and legal review. Alternatively, a manager/supervisor may refer employees to the CORE PLUS program or other resources to assist in the handling of the workplace issues/concerns.

P. Mediator. A neutral third party, trained to assist parties in negotiating an agreement or other mutually acceptable resolution of a dispute. The mediator has no independent authority

and does not render an opinion, but rather assists the parties in finding their own mutually acceptable solutions that reflect their interests and objectives.

Q. Notice of Results and Options. A document addressed to the employee that outlines the issues/concerns, and documents the final disposition of any action taken on the issues/concerns raised in the context of the CORE PLUS program. This document also provides information on other available avenues of further redress.

R. Representative. An individual chosen by the employee or management and who has agreed to represent that party in resolving issues/concerns.

### 1.7 Responsibilities.

A. Director, Office of Collaborative Action and Dispute Resolution (CADR).

(1) Supervises the development and implementation of the Departmental CORE PLUS program as set out in 370 DM 770, by establishing policy, implementation guidance, and standard operating procedures for the management of the program.

(2) Coordinates program development and implementation efforts with DOI's Director, Office of Human Resources and the Director, Office of Civil Rights to ensure consistency with all related laws, regulations, Departmental policies, and related performance goals; and provides standard program information to employees, managers, and supervisors.

(3) Sets standards and qualifications for certification of CORE PLUS Neutrals, and external ADR Practitioners and Third Party Neutrals available to assist DOI employees; develops and maintains a roster of certified CORE PLUS Neutrals available to employees requesting or inquiring about CORE PLUS services; and ensures access to qualified sources of external ADR Practitioners or Third Party Neutrals.

(4) Develops education and training to support the implementation of the program; and develops and disseminates standard marketing materials for use in educating employees about the program.

(5) Develops reporting requirements to support the management of the program; and develops a standard tracking, monitoring, and evaluation system for use in managing the program across the Department.

(6) Coordinates administrative support for the program to maximize efficiencies and support the bureaus, such as the use of blanket purchase agreements for acquiring neutral third party services; and provides CORE PLUS program assistance for the Office of the Secretary.

B. Director, Office of Human Resources. Consults on the administration of the CORE PLUS program relative to the Department's Administrative Grievance Procedure, 370 DM 771,



and supports providing information and training to all bureau Human Resource Officers regarding CORE PLUS.

C. Director, Office of Civil Rights. Consults on the administration of the CORE PLUS program for ADR services related to EEO claims and supports providing information and training to all bureau EEO Officers, EEO Specialists, and EEO Counselors regarding the CORE PLUS program. Supports CORE PLUS program by providing information and training to Office of the Secretary managers, supervisors, and employees regarding the use of ADR in both the informal and formal stages of the EEO discrimination complaints process.

D. Senior Counsel for Collaborative Action and Dispute Resolution. Shares leadership with and supports CADR's role in the CORE PLUS program; provides legal advice on issues related to the CORE PLUS program, ADR, and collaborative problem-solving; and provides CORE PLUS program assistance for the Office of the Solicitor.

E. Associate Solicitor, Division of General Law, and Regional Solicitors. Provide legal advice on issues related to personnel and civil rights adjudication and litigation; review and, if appropriate, approve any agreement contemplating payment of legal fees and payment of funds in amounts totaling less than \$40,000 so long as no single component exceeds \$20,000.

F. Solicitor. Reviews and, if appropriate, approves any agreement contemplating payment of legal fees and compensation in amounts totaling \$40,000 or more, or where any single component exceeds \$20,000.

G. Heads of Bureaus and Offices.

(1) Ensure implementation of the CORE PLUS program; provide adequate support for bureau and office participation in the CORE PLUS program; and assign accountability for the operation of the CORE PLUS program to the Bureau Dispute Resolution Specialist (BDRS) or the CADR office.

(2) Ensure support by the bureau's Human Resources and Civil Rights/EEO officials for implementation of the CORE PLUS program; and ensure appropriate participation by management officials with settlement authority.

(3) Support the CORE PLUS program by notifying all managers/supervisors and employees of the assistance available; encourage employees to bring issues/concerns to the attention of their supervisors personally or through this program; and encourage managers/supervisors to support the CORE PLUS program and participate in good faith in the CORE PLUS processes.

(4) Ensure that CADR approved training is provided for managers/supervisors in conflict management and ADR.

(5) Issue supplemental implementation guidance or instructions deemed necessary to implement this policy, following consultation with, review and surname by CADR.

#### H. Bureau Dispute Resolution Specialists.

- (1) Oversee, monitor, and coordinate implementation of the CORE PLUS program in collaboration with appropriate Departmental and bureau officials; and coordinate the delivery of training to support operation of the CORE PLUS program.
- (2) Ensure that employees (including a manager/supervisor or senior executive) receive appropriate conflict resolution advice and assistance consistent with the requirements of the CORE PLUS program including obtaining appropriate technical or legal review of negotiated agreements.
- (3) Manage the roster application process identifying bureau employees seeking certification as CORE PLUS Neutrals consistent with the Department's requirements and standards for certification.
- (4) Monitor and evaluate implementation of the CORE PLUS program in the bureau using the tracking, monitoring, and evaluation system developed by CADR; and submit data and/or reports on the bureau use of CORE PLUS, as required, to CADR.
- (5) Recommend CORE PLUS Neutrals qualified to perform the functions; and ensure that they maintain certification. (Services provided by CORE PLUS Neutrals such as mediation or other ADR services may also be provided by a contractor or other qualified person from outside the Department, when appropriate, and agreed to by the parties.)
- (6) Designate additional CORE PLUS program coordinators as necessary to assist in ensuring implementation of the CORE PLUS program and in providing all bureau employees with equal and timely access to assistance from a CORE PLUS Neutral.
- (7) Identify other sources of qualified neutral third party assistance available to bureau employees, either in lieu of or in addition to CORE PLUS Neutrals, in coordination with CADR.
- (8) Ensure that an employee serving as a collateral duty CORE PLUS Neutral or having other CORE PLUS program responsibilities does not also have advocacy duties (e.g., representing management or employees in disciplinary proceedings, grievances, EEO cases, etc.) that would or could create an actual or perceived conflict of interest or position.

#### I. Bureau Human Resources Officers.

- (1) Provide information on the CORE PLUS program to the servicing human resources offices (SHRO); and ensure that SHRO staff receive training on the CORE PLUS program and their conflict management role and can provide advice, assistance, and guidance to supervisors and managers on ADR options. The HR Officer or SHRO staff also may refer employees and/or managers to the CORE PLUS program for additional assistance as appropriate.

(2) Provide technical advice or assistance to CORE PLUS Neutrals as needed, and provide technical review of proposed agreements as appropriate.

J. Bureau Equal Employment Opportunity Officers.

(1) Provide information on the CORE PLUS program to bureau EEO Specialists and Counselors; and provide technical advice or assistance on EEO discrimination complaint cases to CORE PLUS Neutrals, review draft settlement agreements to ensure accuracy regarding regulatory and legal requirements, and retain the settlement agreements of EEO complaints to assure compliance requirements are met. The EEO Director, EEO Specialists, or EEO Counselors also may refer employees and/or managers to the CORE PLUS program for additional assistance as appropriate.

(2) Ensure that EEO Counselors receive training on the CORE PLUS program and their conflict management role and provide advice, assistance, and guidance to employees, supervisors, and managers on the EEO complaint process and ADR options; and provide training on the use of CORE PLUS in the EEO complaints process as part of EEO training for managers, supervisors, employees, and EEO Counselors and encourages the use of ADR.

(3) Ensure that ADR is offered to employees at pre-complaint and formal stages of the EEO complaint process and the sexual orientation complaint process, as appropriate.

K. CORE PLUS Neutrals.

(1) Meet certification standards and annual requirements to maintain roster certification; and comply with Interagency Guide for federal mediators and ethical standards for federal mediators.

(2) Provide information and education to employees and management about the CORE PLUS program.

(3) Keep supervisors apprised of time spent on CORE PLUS Neutral duties.

(4) Complete intake forms and assist employees to frame, clarify, and record their issues/concerns.

(5) Advise employees and management participants of procedures, time frames, and/or special procedures that may be applicable to the issues/concerns; and clarify that contact with a CORE PLUS neutral does not satisfy any requirements for contacting human resources or EEO personnel.

(6) Provide early conflict resolution assistance, which may include coaching, joint problem solving, conciliation, facilitation or mediation. Discuss and explain approaches that might be appropriate to each situation. Arrange and/or conduct ADR or other form of neutral assistance as appropriate and acceptable to the parties. Assist the parties in securing the services

of other ADR practitioners when appropriate and acceptable to the parties. CORE PLUS Neutrals must be viewed as competent, impartial, and trustworthy.

(7) Subject to the agreement of the parties, act as third party neutrals to assist in resolving workplace issues/concerns.

(8) Assist parties in securing services of an external third party neutral if the parties agree that they would prefer an outside neutral to assist them in resolving their issues/concerns.

(9) Offer coaching and advice, when appropriate, to encourage parties in conflict to communicate in an attempt to resolve matters without third party assistance.

(10) Protect the confidentiality of the CORE PLUS process used to resolve issues/concerns, consistent with legal and policy requirements (See Section 1.11).

(11) Draft agreements reached by parties, and ensure appropriate technical and legal review is obtained before the parties sign the agreement.

(12) Ensure parties in any CORE PLUS process are encouraged to complete appropriate evaluation form.

(13) Input accurate data into the CORE PLUS tracking system in a timely manner.

(14) Issue written Notice of Results and Options to parties on any other avenues of redress available when CORE PLUS efforts do not resolve all issues or concerns.

L. Managers/Supervisors.

(1) Maintain open and consistent communication on work issues/concerns with employees, clarify misunderstandings, make reasonable adjustments to address work problems and relationships with employees, and actively seek resolution of workplace issues/concerns at the earliest opportunity.

(2) When appropriate, attempt to directly resolve issues/concerns with employees prior to using a third-party neutral. As needed, seek advice and support from a CORE PLUS Neutral.

(3) Provide employees with communication, education, and access to information regarding the CORE PLUS program.

(4) Ensure that management's representative in an ADR process has authority to settle and participates in good faith in mediation or other dispute resolution efforts.

(5) Protect the confidentiality of the CORE PLUS process used to resolve issues/concerns, consistent with legal and policy requirements.

(6) When necessary, provide funds to cover travel for the CORE PLUS Neutral or costs of acquiring external ADR Practitioner or Third Party Neutral services.

M. Employees.

(1) Raise issues/concerns as early as possible and attempt to resolve issues/concerns with other employees or supervisors prior to using a third party neutral. As needed, seek advice and support from a CORE PLUS Neutral.

(2) Maintain open and consistent communication on work issues/concerns with supervisor and other employees.

(3) Participate in good faith in mediation or other agreed upon process or efforts.

(4) Protect the confidentiality of the ADR process consistent with legal and policy requirements. (See Section 1.11).

(5) Seek information and comply with established time frames and other requirements for alternative complaint processes.

**1.8 CORE PLUS Program Requirements.** Each bureau/office will ensure that the procedures for implementing the CORE PLUS program are followed.

A. CORE PLUS Program functions. Each BDRS must:

(1) Carry out the responsibilities listed in Section 1.7H and keep bureau management informed of CORE PLUS program progress and needs.

(2) Recommend employees who are qualified to function as CORE PLUS Neutrals and able to provide impartial conflict resolution assistance and services on request in accordance with CORE PLUS program procedures. CORE PLUS Neutrals must be viewed as competent, impartial, and trustworthy.

(3) Designate additional CORE PLUS program coordinators as necessary to assist the BDRS in ensuring implementation of the CORE PLUS program and providing all bureau employees with equal and timely access to assistance from a CORE PLUS Neutral.

(4) Identify other sources of qualified neutral third party assistance available to bureau employees, either in lieu of or in addition to CORE PLUS Neutrals, in coordination with CADR.

B. Time Frames and Compliance with Other Processes. Each bureau/office must:

(1) Ensure compliance with the Federal labor relations statute (5 U.S.C. Chapter 71) and collective bargaining agreements when bargaining unit employees seek assistance

through CORE PLUS. (Specific authority must be provided in the collective bargaining agreement or by MOU. See Section 1.5B, Coverage.)

(2) Allow employees to bring any issue/concern to the CORE PLUS program without time constraints. However, this provision does not act to change or extend time limits in formal avenues of redress (such as EEO complaints, administrative grievances, or negotiated grievances) unless provisions allowing for extension of timeframes exist in the applicable administrative procedure.

(3) Inform each employee bringing an issue/concern to the CORE PLUS program that if he/she is interested in using the EEO discrimination complaints process, he/she must raise any issue that involves an allegation of discrimination or harassment with the EEO Office or an EEO Counselor within 45 days of the incident that gave rise to the issue/concern or the effective date of the personnel action. This information will be contained in a document that must be signed by the CORE PLUS Neutral and the employee and a copy provided to the bureau EEO Officer.

(4) Inform each employee bringing an issue/concern to the CORE PLUS program that he/she must present a grievance in writing within 15 days of the date of the challenged action or inaction or the date he/she became aware of it in order to retain the right to file a formal grievance, although the deadline for filing an informal grievance may be extended by the grievance official in some circumstances. See 370 DM 771, Section 1.10A. This information will be contained in a document that must be signed by the CORE PLUS Neutral and the employee and a copy provided to the bureau Human Resources Director. The time frames required for presentation of a grievance under a negotiated grievance procedure may be different, and employees are responsible for the complying with the applicable time frames.

C. Steps and Procedures. Each CORE PLUS Neutral must:

(1) Complete the CORE PLUS Intake Form and transfer intake data to CORE PLUS tracking system.

(2) Within 15 days of the initial contact (as documented on the CORE PLUS Intake Form), informally gather relevant information and discuss and recommend an appropriate method or approach to address the issues/concerns presented by the employee.

(3) If mediation is deemed appropriate by the CORE PLUS Neutral and agreed to by the parties, provide the parties with scheduling information and ask them to sign an "Agreement to Mediate" covering confidentiality and other aspects of the mediation process.

(4) Extend the time frame beyond the first 15 days of the initial visit, in no more than two 15-day increments, if the parties agree to continue an attempt to resolve the issue/concern within the CORE PLUS program. The ADR process may continue beyond this time frame only if the parties involved jointly agree to an extension and in the judgment of the CORE PLUS Neutral they are making progress toward a resolution. In EEO discrimination complaint cases, the ADR process may be invoked at any time. While the informal complaint

process may not exceed 90 days when ADR is invoked in that process, the ADR process may continue beyond that time if agreed to by the employee. [See 29 C.F.R. § 1614.105 (e) and (f).] In other words, ADR may voluntarily continue even after a Notice of Final Interview has been issued signifying that informal, pre-complaint counseling has ended.

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

(6) Inform an employee that, upon receipt of a Notice of Results and Options, or at any time during the CORE PLUS process, an employee may:

(a) Take no further action; or

(b) As appropriate, take action under any other applicable formal avenue of redress.

(7) Complete the process evaluation form and encourage the parties to do the same.

#### **1.9 Agreements.**

A. Agreements effecting final resolution of the issues/concerns may be entered into at any point in the ADR process.

B. If full or partial resolution is achieved, all appropriate parties sign the agreement. When necessary, proposed agreements will receive appropriate technical, legal, and administrative review. The participating parties are bound by the terms of agreements to the extent legally permissible. (See paragraph (E) below.)

C. Each signer is to receive an original copy of the agreement. In addition, the appropriate bureau/office (e.g., SHRO or EEO Officer) will retain an original copy of the agreement.

D. Agreements between parties will be specific to the issue/concern being resolved and will not be considered precedent-setting or controlling concerning future matters in which similar issues/concerns may arise. Parties are encouraged to include a provision for resolving any conflict that might arise in the implementation of the agreement. If an allegation arises that a party to an agreement has not implemented or complied with a term of the agreement, the bureau/office should allow the party to raise the allegation with the BDRS who will obtain appropriate technical and legal advice to discuss and recommend appropriate options to resolve the concerns. The exception for non-compliance claims regarding agreements in EEO complaint cases is detailed in the following item.

E. If the agreement resolves a matter raised in the EEO complaint process, the agreement must be in writing, signed by the parties, and state clearly the terms of the resolution

and the procedures to follow in the event that a breach of the agreement is alleged. (See 29 C.F.R. Section 1614.504.)

F. No party in an ADR process may be coerced to reach an agreement and any party may terminate an ADR process at any time.

**1.10 Settlement Authority.** Management representatives must have authority to settle or access to appropriate settlement authority during a mediation process, including access to legal and technical assistance (Human Resources in each instance, and EEO if appropriate) regarding the terms of settlement. See DM chapter on Authority to Settle Administrative Employment-Related Claims.

**1.11 Confidentiality of Information.** To maintain credibility and facilitate success, any third party neutral (including CORE PLUS Neutrals or external ADR practitioners, as defined below) must, to the maximum extent permissible by law, keep information given to them confidential unless given permission by all parties to use the information for specific purposes. In addition, the mediation process requires confidentiality in accordance with 5 U.S.C. § 574. In mediation, participating parties must feel free to discuss the issues involved and trust that the discussions will be held confidential. The limitations placed on parties and mediators relating to confidentiality must be explained to the parties to a mediation or other ADR process before it begins. (See DOI Confidentiality Policy and Agreement to Mediate Form in CORE PLUS Handbook.)

**1.12 Training.** Education and training are critical to the success of the CORE PLUS program. Each bureau/office must:

- A. Educate all employees about the CORE PLUS program.
- B. Encourage all managers and supervisors to receive basic conflict management training provided or approved by CADR.
- C. Ensure that all bureau personnel responsible for providing advice and assistance on human resources and EEO matters are educated about the CORE PLUS program and can make appropriate referrals for ADR assistance.
- D. Ensure that the designated BDRS, CORE PLUS managers, and coordinators satisfy all training requirements established by CADR.
- E. Ensure that all individuals recommended for certification as CORE PLUS Neutrals satisfy the education and training requirements established by CADR, including annual refresher training. The minimum qualifications, education, training, and experience required for certification as a CORE PLUS Neutral are provided in more detail in the CORE PLUS Implementation Handbook. (See 1.20, below.)

**1.13 Certification standards for CORE PLUS Roster of Neutrals.**



A. CORE PLUS Roster of Neutrals. CADR will maintain a Departmental roster of individuals certified to serve as CORE PLUS Neutrals. The roster will provide employees and managers/supervisors with easy access to individuals qualified to assist them in resolving workplace concerns. The roster will be managed to ensure that all certified CORE PLUS Neutrals have a reasonable opportunity to participate in CORE PLUS processes in order to maintain a high skill level, while also ensuring sufficient capacity to provide prompt assistance at the lowest possible cost. To avoid any potential conflict of interest or appearance of bias, employees selected to serve as CORE PLUS Neutrals should not be assigned advocacy duties of any type including representing management or employees in disciplinary proceedings, grievances, EEO cases, etc. that would create an actual or apparent conflict of position. A conflict of interest may arise from involvement with the subject matter of the dispute or any relationship between a CORE PLUS Neutral and any participant in CORE PLUS processes, whether past or present, personal or professional, that reasonably raises a question of the CORE PLUS Neutral's impartiality.

B. Selection and Certification of CORE PLUS Neutrals. CADR is responsible for the selection and certification of a representative group of CORE PLUS Neutrals. The BDRSs will conduct the application process for CORE PLUS Neutrals using the application forms and guidance provided in the CORE PLUS Implementation Handbook and recommend qualified candidates to CADR for selection and certification. Additional guidance for recruiting and selecting neutrals and the requirements for certification as a CORE PLUS Neutral are provided in the CORE PLUS Implementation Handbook. (See 1.20, below.)

C. Operation of DOI Roster of CORE PLUS Neutrals. The Roster of Neutrals will be maintained by CADR in consultation and coordination with the BDRSs for use by all bureaus/offices.

**1.14 Management Participation.** Each bureau or office must ensure that a management representative participates in ADR when requested by a party bringing an issue/concern to the CORE PLUS program. If an employee's supervisor is directly involved in the issue/concern and does not voluntarily agree to participate, then another management representative, preferably in the employee's chain of command, is required to participate. There may be limited circumstances when ADR is not appropriate and management will not be expected to participate. A decision that ADR is not appropriate will be made in consultation with CADR. In EEO complaint cases, the EEO Officer will determine if ADR is not appropriate in accordance with guidelines jointly established by CADR and the Director, OCR, or in case specific consultation with CADR.

**1.15 Representation.** Employees may represent themselves, or be represented by someone of their choice. However, the choice of representative, if a DOI employee, may be denied if it would result in a conflict of interest or position, a conflict with mission priorities, or unreasonable costs. Management may also elect to have representation. Designation of a representative must be provided in writing to the CORE PLUS Neutral. Bureaus have the authority to deny the choice of representative for the reasons stated and this decision cannot be appealed. Attorney fees and other costs of representation are the responsibility of the employee.

**1.16 Use of Official Time.** Employees and their representatives, if Department employees, shall be permitted a reasonable amount of official time (generally a matter of hours, not days), if otherwise in a duty status, to prepare and present their issues/concerns and to communicate with a CORE PLUS Neutral, management, and other sources of procedural guidance such as human resources staff or EEO counselors. “Presenting” means discussion with the manager/supervisor, meeting with a CORE PLUS Neutral, or participating as required in any stage of the CORE PLUS process. Preparation for presentation of an issue/concern means meeting with an attorney or other representative, conducting research, or preparing a written response. A reasonable amount of official time will be allowed without charge to leave or loss of pay in accordance with pertinent regulations. Official time must be requested and approved in advance by the appropriate supervisory official. (However, initial contact with a CORE PLUS Neutral does not require prior supervisory approval.) Expenses related to travel, if deemed necessary by all parties, must also be approved in advance.

**1.17 Evaluation.**

A. Annual Report. Each bureau and office must submit an annual evaluation report to the CADR Office in accordance with guidance included in the CORE PLUS Implementation Handbook.

B. Program Progress Meetings. In addition to the annual report, the BDRS must meet with the CADR Office every six months to discuss bureau progress implementing the CORE PLUS program. Included in these discussions will be the identification of trends, evaluation of procedural issues, and program effectiveness. Periodic feedback and evaluation will allow for continuous improvement.

**1.18 Records Management.** The CADR Office will provide requirements and guidance to bureaus and offices on the establishment of reporting and tracking systems that will assure the integrity of the CORE PLUS program. Bureaus and offices will maintain a records system to comply with the Department’s requirements under National Archives and Records Administration (NARA) General Records Schedule 1/27, including ADR general files and ADR case files. At a minimum, the following records must be maintained on file in accordance with the NARA General Records Schedule 1, Item 27 (Transmittal No. 12, July 2004), but in no instance less than three years:

- A. Intake Form
- B. Agreement to Mediate
- C. Notice of Results and Options
- D. Participant Evaluation Form
- E. Original Copy of Written Agreements

1.19 **CORE PLUS Implementation Handbook.** Additional guidance may be found in the CORE PLUS Implementation Handbook developed by CADR. The Handbook is available from the CADR Office and may also be found on the web page at [www.doi.gov/cadr](http://www.doi.gov/cadr).

# **CORE PLUS IMPLEMENTATION HANDBOOK**

## **Version 2.1 September 2013**

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 752.2. 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> and [www.doi.gov/cadr](http://www.doi.gov/cadr).

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## 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](http://www.doi.gov/hrm) and 370DM 771
- Reasonable Accommodation Policy found at [www.doi.gov/hrm](http://www.doi.gov/hrm) and 373DM15
- EEO and Sexual Orientation Discrimination Complaint

Procedures and Diversity policies found at [www.doi.gov/diversity](http://www.doi.gov/diversity) and EEO MD110 and 373DM7

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

**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](http://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:

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT C

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:

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NOTICE OF RESULTS AND OPTIONS ISSUED? YES: \_\_\_\_\_ NO: \_\_\_\_\_



**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 D**

**REQUEST FOR ALTERNATIVE DISPUTE RESOLUTION**

EEO Formal Complaint

Date of Request

Case #

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 Contact:

## 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. The mediator is not required to maintain confidentiality if he/she has reason to believe that either party is in danger of bodily harm or egregious psychological harm, if either party has threatened bodily or egregious psychological harm, or if criminal activity is divulged.

**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.

## ATTACHMENT F

No party shall be bound by anything said or done at the mediation, other than this Agreement to Mediate and Confidentiality Agreement, unless a written resolution is reached and executed by all necessary parties. If a resolution is reached, the 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 and Confidentiality Agreement.

---

\_\_\_\_\_  
Name/Role (e.g., Participant or Representative)

Date

---

\_\_\_\_\_  
Name/Role (e.g., Participant or Representative)

Date

---

\_\_\_\_\_  
Mediator

Date

**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: \_\_\_\_\_



**ATTACHMENT H**

**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 policies and procedures to assure sufficient management review and approval of proposed settlements.

E. Once a settlement agreement is fully executed,

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

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

SOL Approval Procedures. In order to obtain the Solicitor's approval for settlements over the thresholds referenced in Part C above, the following procedures must be followed: In accordance with the Solicitor's Manual, the Solicitor, located in Washington, D.C., must approve the settlement of all administrative employment-related claims filed against the Department that include, as a term of settlement, the payment of more than \$40,000 total or more than \$20,000 for any one component (attorney's fees



## 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.

**ATTACHMENT I**

**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

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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.

---

XXXXXXXXXX

Complainant/Appellant

Date:

---

XXXXXXXXXX, Esq.

Complainant's/Appellant's Representative

Date:

---

XXXXXXXXXX

Agency Manager, Position,  
Bureau/Office

Date:

---

XXXXXXXXXX, 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

**IDIQ Contract for Workplace Conflict Management Services 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 IDIQ 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.

## ATTACHMENT J

D. If requesting office estimates services would exceed \$3,000, it is not a micro purchase, requesting office can contract on their own or go through the CADR Office's IDIQ contract for workplace conflict management services.

1. Requesting office should contact the CADR Office for information on engaging the IDIQ contract and the transference of funds:

2. Requesting Office works with CADR to 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 IDIQ Vendor.

4. After accepting proposal, requesting office informs Contracting Officer, and Contracting Officer issues Technical Directive for services (including invoice information).

5. 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

## **ATTACHMENT J**

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

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

**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.



## **ATTACHMENT K**

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

## ATTACHMENT K

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.

## ATTACHMENT K

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

DOI ROSTER APPLICATION FORM

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.

<b>Functional Area/Issues/Support:</b>	<b>Name</b>	<b>Phone No.</b>
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		
CORE PLUS Policies and Procedures/ Roster and Contracts	Elena Gonzalez	703-235-3791
	David Emmerson	703-235-3789
	Robert Fisher	703-235-1304
	Susan Goodwin	703-235-0181
	Matt Costello	703-235-0597
	Saman Hussain	703-235-3798
	Shayla Simmons	202-208-7950
	Sigal Shoham	703-235-3797

## ATTACHMENT M

### Evaluation of Mediation Services through CORE PLUS

CORE PLUS is committed to evaluating all mediation processes undertaken through CORE PLUS. The CADR Office has contracted with a private evaluation firm to provide truly independent evaluation of all CORE PLUS mediations. Upon notification of the completion of a mediation, the evaluator sends the following message to all mediation participants along with a link to an online survey.

Dear [FirstName],

DOI's CORE PLUS program evaluates ADR cases to support continuous program improvement. My firm is an independent evaluation contractor to the DOI. As a party to the process with [CustomData], your input is critical to the effective evaluation of this ADR case. We ask that you complete the survey at [SurveyLink] . The survey typically takes less than 12 minutes to complete.

The survey data cannot be accessed by others. We remove all individual identifiers from the data we download and our summary reports are designed to ensure that individuals cannot be identified. In cases such as yours, with a small number of parties, we depend on all parties to respond.

We appreciate your taking the few minutes necessary to complete the questionnaire. If you have questions regarding the questionnaire or the ADR evaluation program please do not hesitate to contact me at (XXX) XXX-XXXX or (E-mail address).

Thank you for providing us with your insights and views of the process used for this case.  
(Evaluator Signature)

If you do not wish to complete the survey please click the following link and you will be removed from the list

CADR is provided an annual report based on all evaluations and is able to review evaluations of individual mediators upon completion of three evaluated cases. With the implementation of the CORE PLUS Tracking system, this entire process will be automated with notice sent to the evaluator of completion of the mediation process. Until full implementation has been completed, please send an e-mail to Elena Gonzalez upon completion of a mediation process with the following information:

- Date of Mediation
- Was Settlement Reached
- Name and email of all Participants
- Name and email of mediator

## ATTACHMENT N

Option 1

**Mediator Screening and Evaluation Form****Mentor/Observer:****Date:****Mediator:**

<b>Mediator's Opening Remarks</b>			
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			
<b>Opening Comment by Participants</b>			
Controlled interruptions			
Issues List as joint <b>summary</b>			
<b>Joint Discussion</b>			
Explore Issues - All points of view			
Frame discussion for parties			
Ask open-ended questions			
Discover more issues - both parties			
<b>Summarize</b> joint discussion			
<b>Caucus</b>			
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			
<b>Summarize</b> caucus			
Ask if anything kept confidential			
<b>Reconvene</b>			
Commend			
Guide discussion of options			

<b>Resolution and Closure</b>			
Address both participants' needs			
Who-What-Where-When-How			
<b><u>Communication Skills</u></b>			
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			



**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

## ATTACHMENT O

### 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
- 1<sup>st</sup> 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:

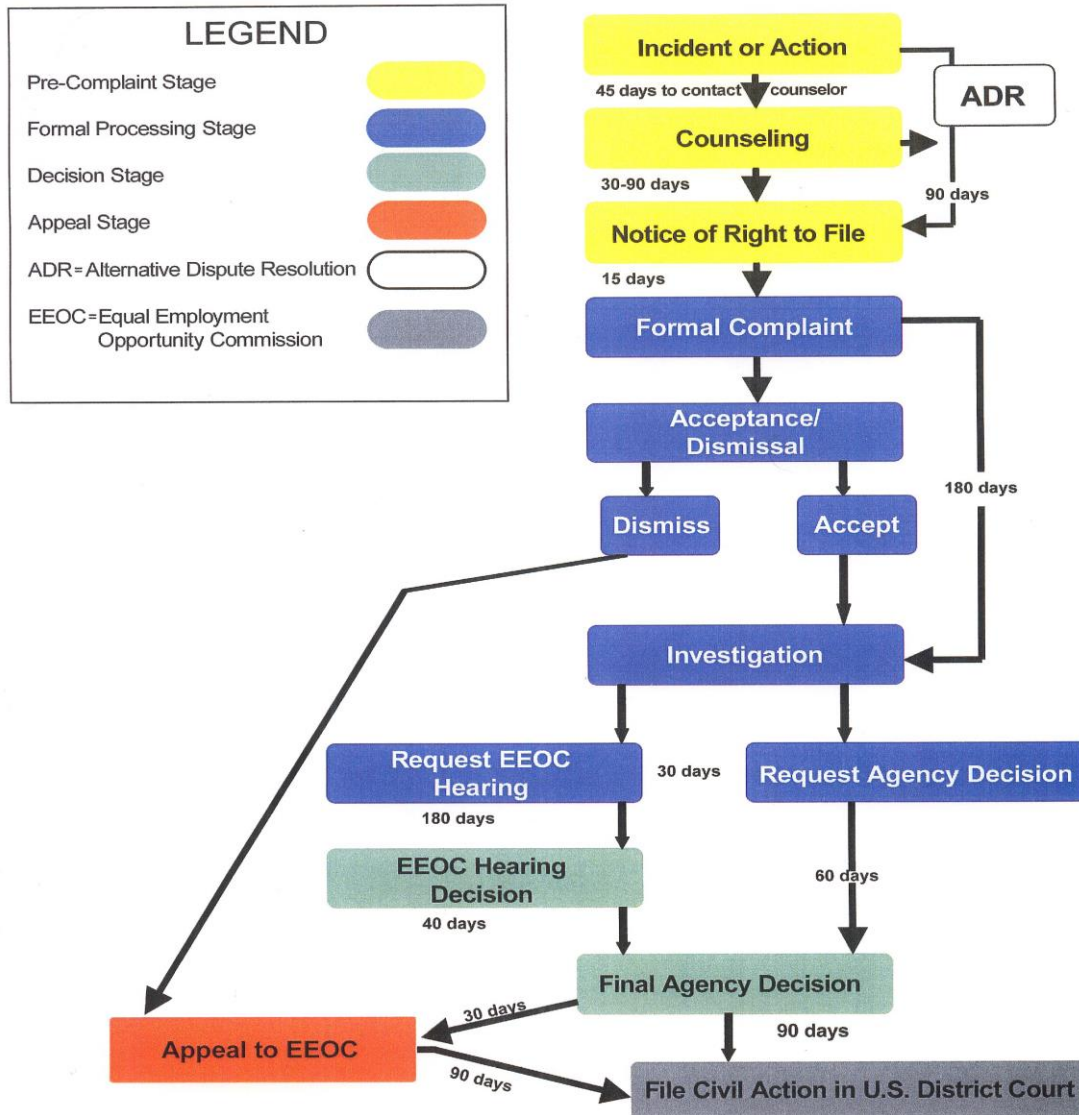
Yes – full

Yes – partial

No

## ATTACHMENT P

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

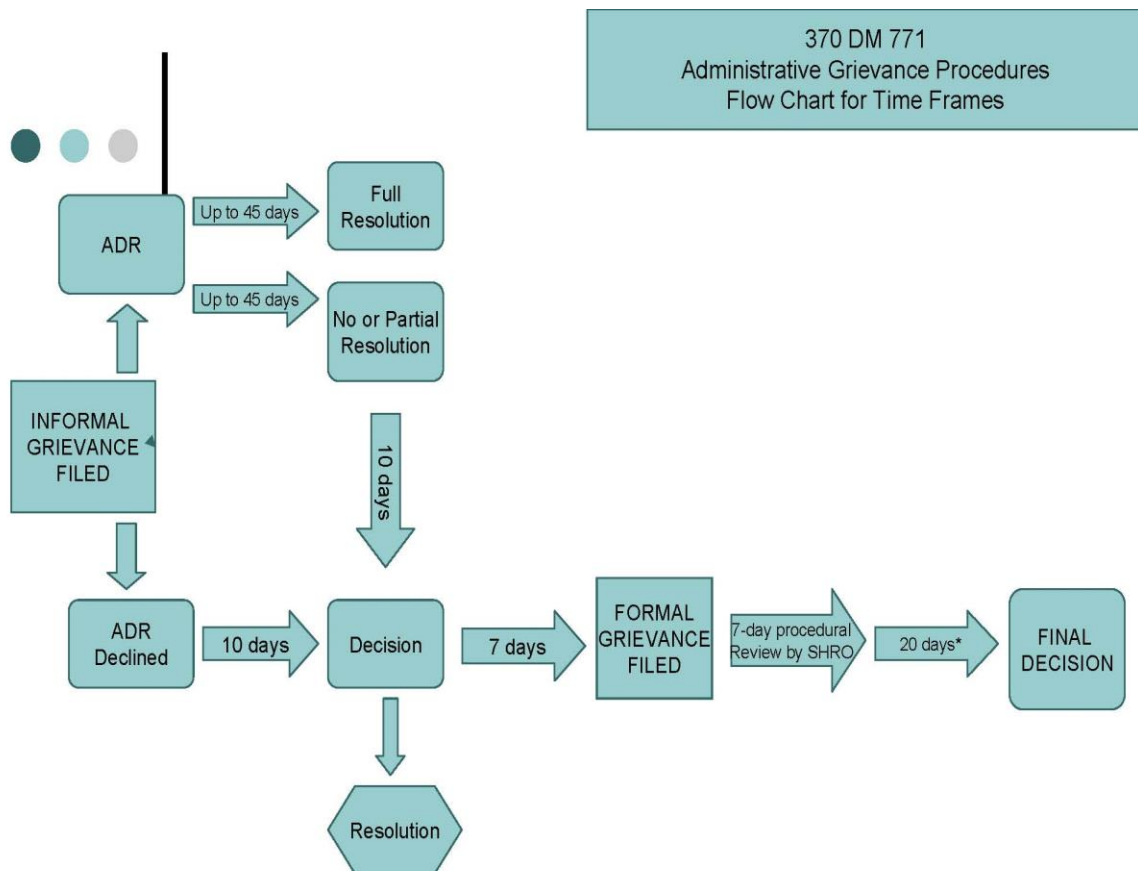


NOTE: ADR is available at any stage of the process.

A complaint can be withdrawn at any stage of the process.

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

## 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.

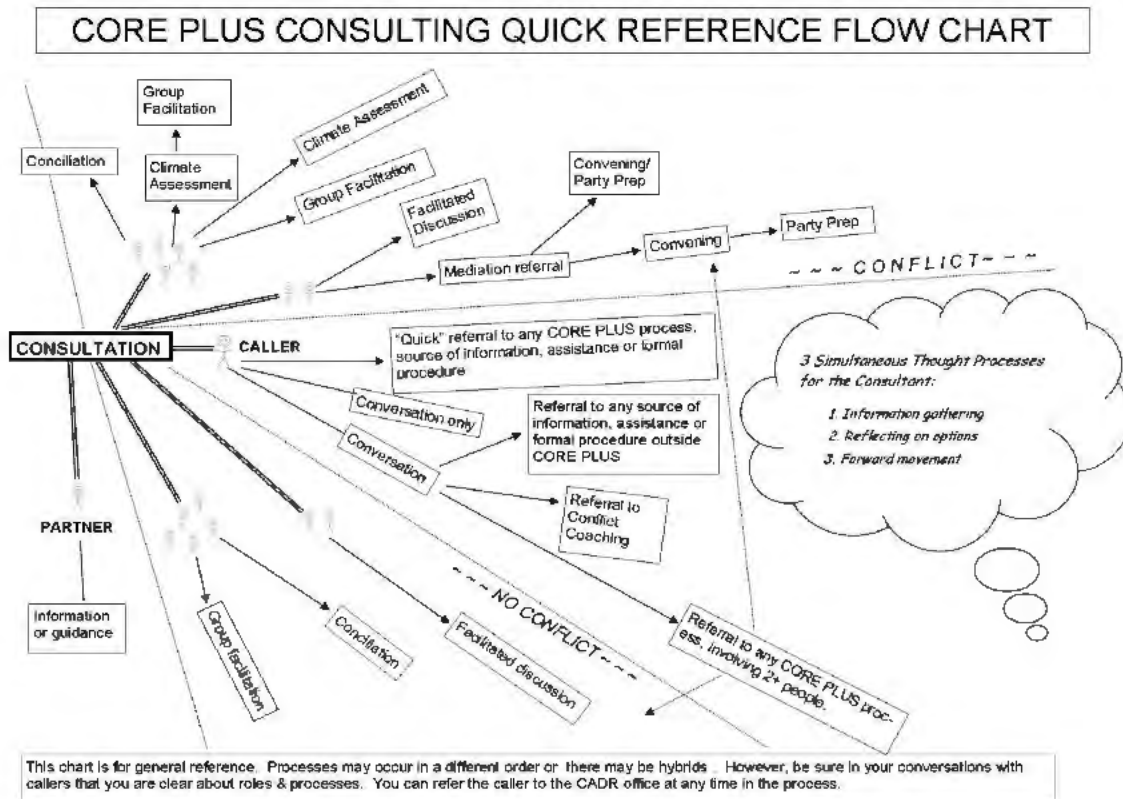
**Training and Team-building** – modules exist on conflict management skills, difficult conversations, communication skills, cultural competency, introduction to interest based negotiations, basic and advanced mediation skills and basic facilitation skills and additional training can be identified or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

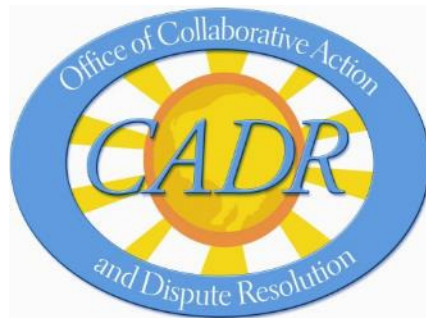
CORE PLUS offers tools and processes you can use to solve problems for yourself. We teach communication and conflict management skills, so you can prevent conflicts from escalating when possible. When you need a hand, we help you find the right kind of assistance you need. We help you get better results.



# **Getting to the CORE of Conflict and Communications**

*We cannot teach people anything;  
We can only help them discover it within themselves.*  
Galileo Galilei

**U.S. Department of the Interior**  
**Office of Collaborative Action and Dispute Resolution**  
**January 2017**



## AGENDA

<b>SECTION 1</b> <b>Welcome and Overview</b>	<ul style="list-style-type: none"><li>• Agenda and Objectives</li><li>• Icebreaker Introductions</li><li>• Conflict Competence Defined</li><li>• The 4 R's Model</li></ul>
<b>SECTION 2</b> <b>RECOGNIZE</b>	<ul style="list-style-type: none"><li>• Perceptions and Selective Attention</li><li>• Assumptions</li><li>• Challenging Conversations</li><li>• Conflict Dynamics</li></ul>
<b>SECTION 3</b> <b>RESPOND</b>	<ul style="list-style-type: none"><li>• The Emotional Brain</li><li>• Emotion Management</li><li>• The Power of Apologies</li><li>• Conflict Handling Strategies</li></ul>
<b>SECTION 4</b> <b>RESOLVE</b>	<ul style="list-style-type: none"><li>• Preparation</li><li>• Positions &amp; Interests Defined</li><li>• Communication Skills</li><li>• Roleplay Practice</li></ul>
<b>SECTION 5</b> <b>REFLECT</b>	<ul style="list-style-type: none"><li>• Roleplay Debrief</li><li>• Conflict Management Review – Lessons Learned</li></ul>
<b>SECTION 6</b> <b>CORE PLUS OVERVIEW</b>	<ul style="list-style-type: none"><li>• Core Plus Highlights</li><li>• Course Evaluations</li></ul>
<b>ADJOURN</b>	



# **Getting to the CORE of Conflict and Communications**

## **Course Description**

The Office of Collaborative Action and Dispute Resolution (CADR) provides, with bureau partners, specialized conflict management and communications skills training for all Department of the Interior employees. Getting to the Core of Conflict and Communications (GTC3) was designed for DOI and focuses on the key areas addressed in the OPM 360 leadership competency assessments. Participants will hone their skills in effectively managing conflict within the organization and with external parties in a way that is consistent with the Department's commitment to implementing CORE PLUS as well as increasing the use of collaborative problem-solving approaches. The overarching goal of GTC3 is to help DOI improve our organizational performance and help achieve our mission more effectively.

## **Course Learning Objectives**

DOI can improve organizational performance and meet its mission more effectively when employees can:

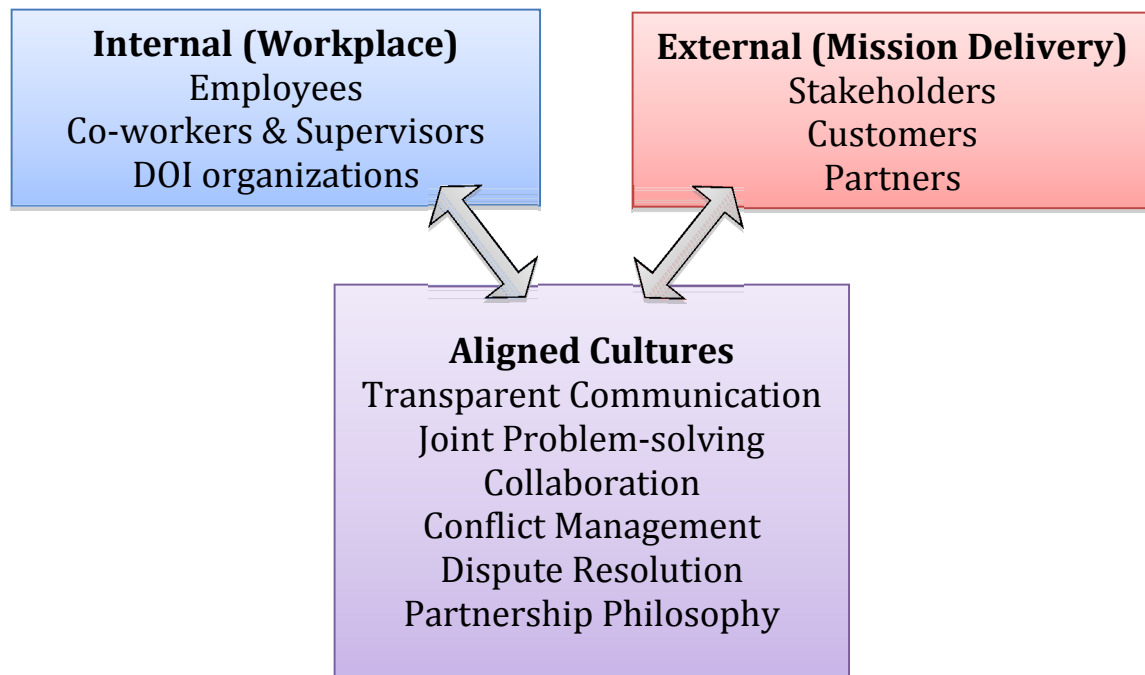
1. Identify conflict as an opportunity to create change and build relationships in a diverse workplace.
2. Recognize conflict and its causes, including behaviors that escalate or de-escalate the conflict.
3. Be intentional about an approach or strategy to addressing a conflict.
4. Increase your self-awareness and ability to surface dissent and have difficult and meaningful conversations before situations escalate.
5. Understand the difference between positions and interests and increase use of collaborative problem-solving approaches.

## **Drivers for Training**

1. **Nurture a healthier organization** by building institutional capacity for open communication and collaborative problem-solving both internally and externally in a way that is consistent with the Department's commitment to implementing an integrated workplace conflict management system (CORE PLUS).
2. **Develop our employees.** OPM developed collaboration competencies for SES now indicated in their position descriptions and EPAPs. Many other levels of management and even non-supervisory employees now have collaboration as part of their EPAPs.

3. **DOI's mission.** In order to better achieve our mission, we must work well together, so that we are better able to speak with one voice to the public, stakeholders, and our partners. We can do this by practicing collaborative problem-solving and open communication with one another and throughout the Department.

Departmental leaders recognize that there is a critical link between the internal culture of an organization and its success in achieving its overall mission. When an organization's internal culture is out of alignment with its mission and core values or with its external services, the need for an effective way to manage conflict becomes critically important. Problems arise when front line employees discern that the internal dispute resolution processes do not treat them, when in conflict, in the same way that they are expected to treat their external customers, clients, stakeholders, or business partners.



Successful conflict competency requires alignment of the Department's internal approach to managing workplace conflict with its external collaborative approach to dealing with the public, customers, and other third parties. Internal systems are then transferable to external conflict because they emphasize skills and accountability and support risk management.

# Conflict Competency

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What does it mean to be conflict competent?

- **Conflict Competence** is “the ability for individuals to develop and use cognitive, emotional, and behavioral skills to enhance the outcomes of conflict.” (Tim Flanagan and Craig Runde)
- **Conflict Intelligence** is “having the self-awareness, knowledge and skills to be attuned to ourselves and the other person with whom we have a conflict. It is the ability to manage conflict proactively...” (Cinnie Noble)
- **Conflict Competent Organizations** “have a culture that fosters constructive communications as well as systems that to align mission, policies, training, performance standards, and rewards in support of that culture.” (Tim Flanagan and Craig Runde)

## Getting to the CORE of Conflict & The 4 Rs

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**Recognize – What do I see?**

**Respond – How do I feel?**

**Resolve – What do I do?**

**Reflect – How did that go?**

**Recognize** is the ability to see the signs and signals of conflict from different perspectives and how conflict can easily escalate.

**Respond** is the ability to first understand the key role that emotions play in how we react to conflict and then deliberately choosing a strategy for responding.

**Resolve** is about using communication skills and effective strategies to dig deeper to understand and resolve the real problem and each person’s underlying needs

**Reflect** is the desire to raise self-awareness and improve your conflict management competency.

# Recognize:

*What do I see?*



*Every fight is on some level a fight between differing  
'angles of vision' illuminating the same truth. – Gandhi*

# Perception and Selective Attention

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Perception is the process whereby we acquire information about our environment through our five senses: hearing, sight, touch, taste and smell. Perception is an active rather than passive process and is structured by emotion, language, and culture, which tell us what to notice and how to interpret it.

***“Assumptions create a template through which we view the world.”***

***Sue Annis Hammond***

***“We don't see things as they are, we see things as we are.”***

***Anais Nin***

When we observe behaviors, we make assumptions and draw conclusions, and ultimately adopt beliefs. The assumptions and conclusions we have about each other influence the actions we take and the behaviors we exhibit. Emotion, language, and culture provide a frame of reference for understanding people, events, and experiences and filter our perception of our environment.

What is Selective Attention?

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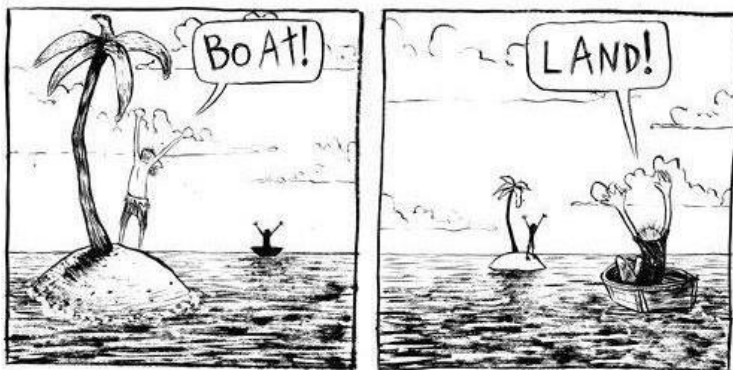
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Therefore, how something appears is always a matter of perspective. How much time do you spend debating over who is wrong and who is right or more accurately, whose truth is the “right” truth?



How reliable is our ability to perceive the world around us?

We all use our 5 senses (taste, touch, feel, smell, and think) to gather information. We then filter, interpret and analyze the information through our individual and unique frame of reference.

Our perception is structured by emotion, language, and culture, which tell us what to notice and how to interpret it.

Perception is our own reality and our version of the “truth” giving each of us a different experience. When this happens, it can lead to misunderstandings, disagreements, and escalated conflict.

We often fall into the trap of debating endlessly who is right or who is wrong when in fact both could be right or both could be wrong based on their perception of what they see. We cannot rely solely on what we see.

Our cognitive errors, such as how we see things such as optical illusions or selective attention, are parallel to errors in our thinking.

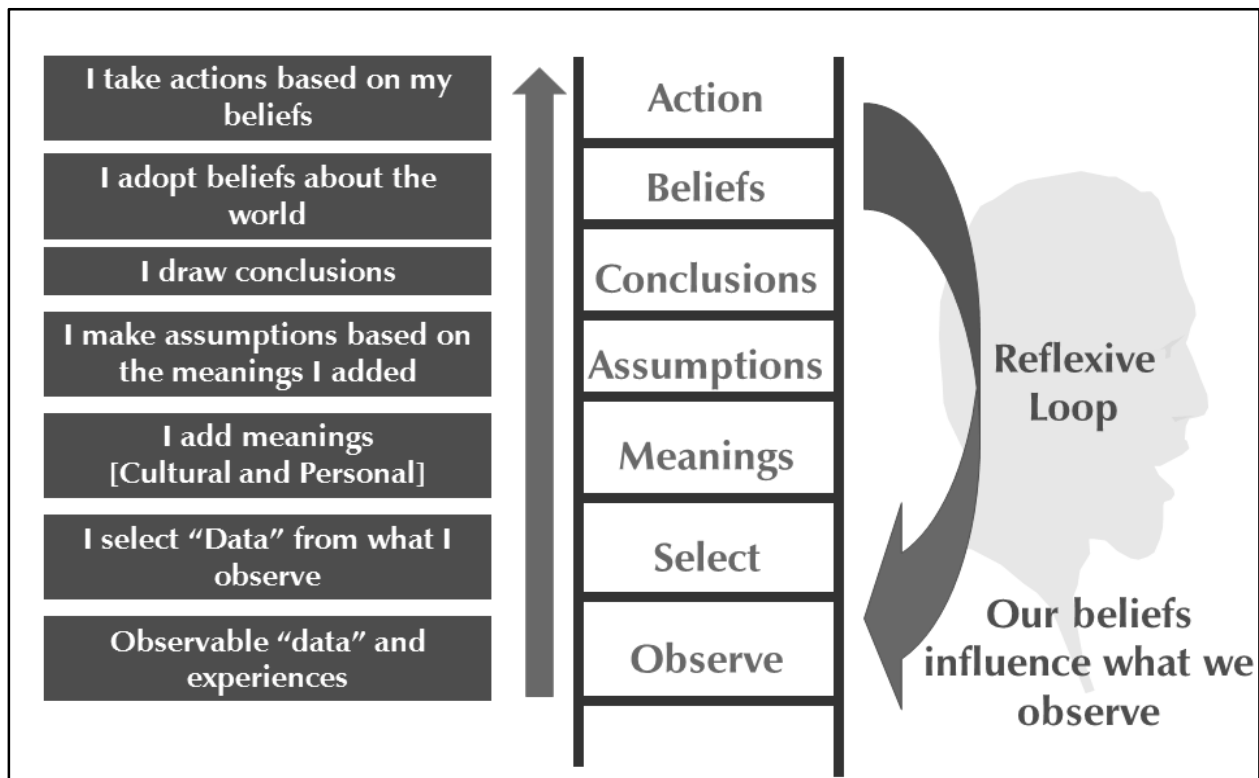
None of us can take in all of the information around us all of the time.

# Assumptions

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## The Ladder of Inference as a Reflexive Loop<sup>1</sup>

In an attempt to rationalize our behavior as “right”, we subconsciously “select out” data from future observations that do just that—support our perceptions—a kind of *reflexive loop*. We must be aware of this all too human trait and constantly ask ourselves, “*am I seeing the whole picture?*” This meaning-making process is graphically depicted below.



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<sup>1</sup> Adapted from *The Fifth Discipline* Fieldbook, Peter Senge, 1994, and *Process Consultation*, Edgar Schien, 1987.

Being aware of our frame of reference (sometimes referred to as our assumptions, our mental models, and our worldviews) and how to work with our own and others' assumptions are key skills. It helps to remember that:

- Making assumptions is normal.
- Most assumptions are implicit.
- The longer our assumptions are in effect, the more likely we are to convert our assumptions into truths.

So, what do we need to do to check our assumptions? First, consider asking yourself the following questions and answering them honestly.

- 1) What is the first thing that popped into your head about the other person's behaviors or motivation?
- 2) What events might have occurred between you and this other person prior to this conflict incident?
- 3) What might be other possibilities or motivators for the other person's reaction towards you now?
- 4) What do you think the other person intended to do instead of what actually happened?

Another way to check assumptions is to ask questions of the other person in a manner that is not abrasive, accusing or attacking. In other words, get into a curiosity mindset. Let's say you are in a challenging conversation with your boss. Your assumption about him is *"He never liked my ideas. In fact, he doesn't like ME at all."* Challenge this assumption by asking open-ended questions.

- 1) When I hear you say "this is not a good idea" on several occasions, what I take away is that you don't like me. What is it that I say or do that bothers you?
- 2) As your direct report, what do you see or value that I bring to the table?
- 3) What is an ideal employee-boss relationship? And, what is missing from our working relationship?

Keep in mind that your assumption about your boss could be accurate and verified by your boss. Checking assumptions either debunks the inaccurate data changing the story, or it confirms the original assumption. You will never know until you consider all possible "hidden doors" or options. And, you do this through asking powerful questions.



## Disentangling Impact from Intent

Our assumptions about intentions are often wrong. Why? Because they are based solely on the impact on us. Separating impact from intentions requires us to be aware of the automatic leap from *"I was hurt"* to *"you intended to hurt me"*. We attribute intentions to the other that they may not have.

We are \_\_\_\_\_ of **our intentions** - which we tend to sanitize, *"If I did something that hurt them, I didn't mean to, it was an unintended consequence"* or *"I didn't tell the whole truth because I didn't want to hurt her."* We are also **aware** of the other person's **impact** on us. *"I was hurt by what they said or did."*

We are \_\_\_\_\_ of the **other person's intentions** - although we tend to demonize those - *"If they did something that hurt me, it's because they intended to!"* or *they lied because they are not trustworthy* and **unaware of the impact of our action** on the other person.

Accusing others of bad intentions creates defensiveness. Good intentions don't sanitize bad impact, and yet our desire to sanitize impact is strong, especially between groups.

### Reflection Exercise

How do you know your intention is aligned with your behavior or actions?

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What do you need to do to align your response to your intention?

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## Understanding Challenging Conversations

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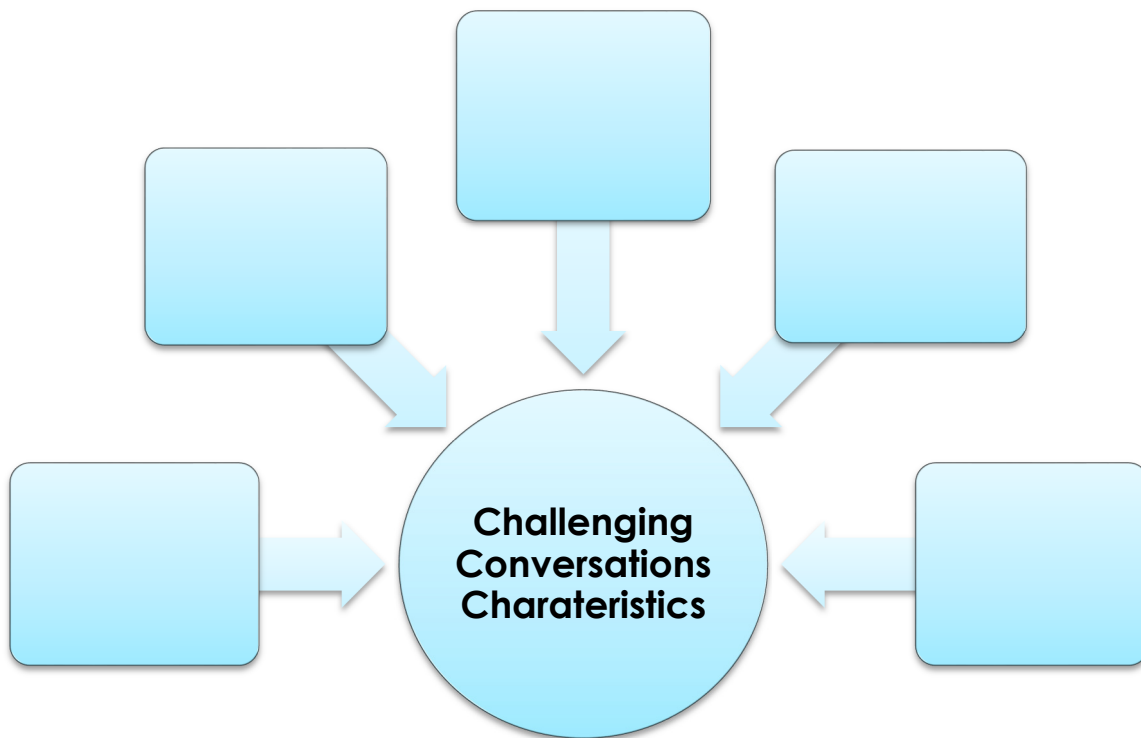
What makes a conversation challenging for you?

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In each of the boxes below, fill in one characteristic of a challenging conversation.



## **Challenging Conversations Exercise**

What makes the topic challenging?

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Why do people act/behave in challenging ways?

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How do you contribute to making conversations challenging?

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What strategies could you use to approach and/or turn a challenging conversation into a productive one?

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# Conflict Dynamics

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Dispute starts at disagreement and escalates from there.

Conflict is when there is still a problem to solve before it escalates.

## Definitions of Conflict

**Conflict** can be defined as differences about how expected needs will be met. It often manifests in emotional tension and relational separation. Conflict is inevitable. Conflict involves change.

A **dispute** begins when someone makes a claim or demand on another who rejects it<sup>2</sup>.

*"Conflict is when you believe that your needs, values and identity are challenged or undermined." – Cinnie Noble, CINERGY*

*"Conflict is an expressed struggle between at least two interdependent parties, who perceive incompatible goals, scarce rewards, and interference from the other party in achieving their goals." Kiely and Crary*

*"Conflict is a struggle between two or more persons over values, or competition for status, power and scarce resources." Chris Moore*

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<sup>2</sup> Ury, W., Brett, J., & Goldberg, S. (1988). Getting Disputes Resolved. Jossey-Bass.

## **Conflict/Dispute**

Read the scenario and answer the following questions:

- 1) Is this situation a conflict or a dispute? Why?
- 2) If it's a conflict, how might it escalate into a dispute?
- 3) If it's a dispute, will resolving the dispute also manage the underlying conflict(s)? Why or why not?
- 4) What strategies do you have for resolving the situation?

## **Reflection Exercise**

You are going to identify a challenging conversation you need to have with someone at your workplace. It could be a peer, co-worker, boss, or a client/stakeholder. Throughout the rest of the training day, you will return to this same difficult conversation to reflect on various conflict dynamics to help you prepare for how to engage in this conversation.

**Identify** a challenging conversation you need to have with someone. (e.g. Supervisor, direct report, peer, stakeholder, etc.)

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**What is the issue to be discussed?** (e.g. performance, behavior/conduct, communication)

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**What is the biggest challenge for YOU in having this difficult conversation?**

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**How far up the conflict escalation scale did this situation go?** \_\_\_\_\_

# Respond

*How do I feel?*



*"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel."*

*Maya Angelou*

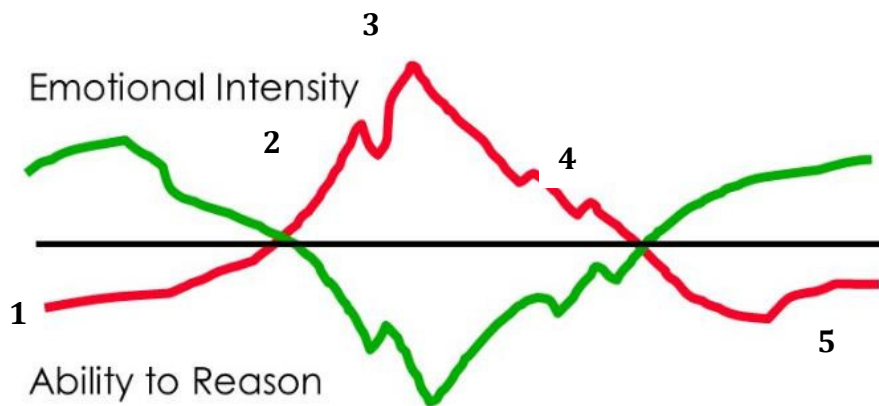
# The Emotional Brain

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## Emotion and Reason

We now know that different parts of our brains process information in two ways: rational and analytical versus emotional, impulsive and often illogical. Since our neural networks of reason are intertwined with those of emotion, human beings can never be anything but emotional.

The graphic below, adapted from the Management of Assaultive Behavior by Paul Smith, reveals that when someone's emotional intensity is at a peak – whether angry or afraid, for example – their ability to reason is at its lowest

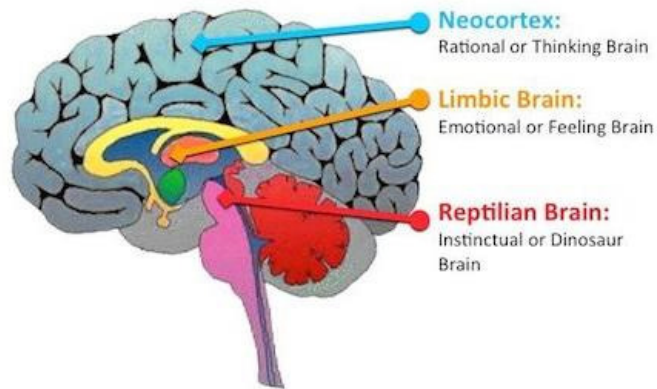


1 = Trigger 2 = Escalation 3 = Crisis 4 = Recovery 5 = Post-Crisis Depression

## The 3 Part (Triune) Brain

In order to be good conflict managers, we need to have strategies to work with strong emotions and choose how to respond strategically in conflict situations. The extent of research in the field of neuroscience and how much we learned about how our brains work has grown exponentially in the past few decades. New discoveries are rapidly expanding our knowledge of the intersection between the brain and emotions. The use of a fMRI – a functional magnetic resonance imaging machine has allowed us to look closely at what parts of our brain are involved when we are experiencing various emotions.

**Reptilian Brain** is the first developed or oldest part of the brain. It houses the brain stem and regulates bodily functions including breathing, heart rate, and autonomic responses. It is instinctual and reacts instantaneously to threatening stimuli without using the thinking brain.



**Limbic Brain** developed second and is considered the emotional or feeling part of the brain. This part of the brain reacts to visual and audio cues bypassing the thinking brain. For many of us, tuning into our favorite song can make us smile or feel blue. Or, look at pictures and it will elicit similar feelings of joy, sadness, anger, etc. The limbic brain houses two small almond shaped glands called the **amygdala**. The amygdala is what houses our emotional memories and our values, core beliefs and identity. It serves as our brain's alarm system when triggered which is why people can go into fight, flight or freeze mode instantaneously when physical or psychological threats are perceived by the person.

**Neocortex** developed third and is considered the thinking or rational part of the brain. It is located in the frontal lobe behind the forehead. All higher level thinking including reading, writing, and problem-solving takes place in the neocortex. Social restraint and judgment are housed here as well.

In summary, when we are emotionally hijacked, **cortisol**, a hormone is released by the adrenal glands flooding the body in times of intense stress. This hormone improves our strength, speed and endurance to deal with the threat in front of us. The limbic brain is lit up on brain scans and is feeling strong emotions while our pre-frontal lobe (thinking brain) is disrupted impacting our ability to think clearly, problem-solve or make effective decisions. It takes the body approximately 20 minutes to absorb the cortisol and “return to our senses.”



## **Reflection Exercise**

A trigger or hot button is a specific action (behavior, words or attitude) that someone does which sets off your brain's alarm system. It could also be an action you expected someone to do/say, but they didn't.

Return to the challenging workplace conversation you identified earlier that you would like to prepare for and consider two perspectives. **First**, you will reflect and answer from your perspective, and **secondly**, you will examine the other person's perspective as it relates specifically to this conflict situation.

### **YOUR PERSPECTIVE**

- 1) Identify the specific behaviors, words, or attitude/tone the other person might say or do or not do in this conversation that would get you emotionally hijacked. *(e.g. When they say 'nothing is wrong' and then roll their eyes, sigh and say something sarcastic, or get defensive and argumentative.)*

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- 2) When you are triggered by one of these behaviors, what is being undermined for you? (e.g. respect, authority, integrity, work ethic, recognition, trust)

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- 3) What might you first say to yourself about the reason why the other person says or does one of these behaviors? (This is your assumption.)

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- 4) What are other possibilities for their motivation to do what they do/say that you have not considered? (This is the hidden door.)

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## OTHER PERSON'S PERSPECTIVE

Thinking of the other person in this challenging conversation, reflect and jot down your responses.

- 5) What might YOU say or do that could trigger the other person? (e.g. when I lose my temper, I cut him/her off or I raise my voice and get sarcastic.)

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- 6) When the other person becomes triggered by one of your behaviors, what might be undermined for him/her? (e.g. respect, authority, integrity, work ethic, recognition, trust)

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- 7) What might the other person assume about you when you react this way?

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## Emotion Management

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*“The behavior of others may be a stimulus for our feelings, but not the cause. We are never angry because of what someone else did. . . It’s not what the other person does, but the images and interpretations in my own head that produce my anger.” Marshall Rosenberg*

Calming Yourself	Calming Others
<ul style="list-style-type: none"><li>• Take a break</li><li>• Take a walk</li><li>• Count to 10</li><li>• Exercise</li><li>• Meditate</li><li>• Visualize</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li></ul>	<ul style="list-style-type: none"><li>• Validate</li><li>• Vent with care</li><li>• Distract</li><li>• Acknowledge</li><li>• Apologize</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li><li>• _____</li></ul>

## The Power of Apologies

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There are two types of apologies. The first type of apology is the act of taking responsibility and communicating regret for causing hurt emotions or harm to another person regardless of intention.

The second type of apology is one that conveys empathy to the speaker without taking responsibility. Some examples of this type of apology include:

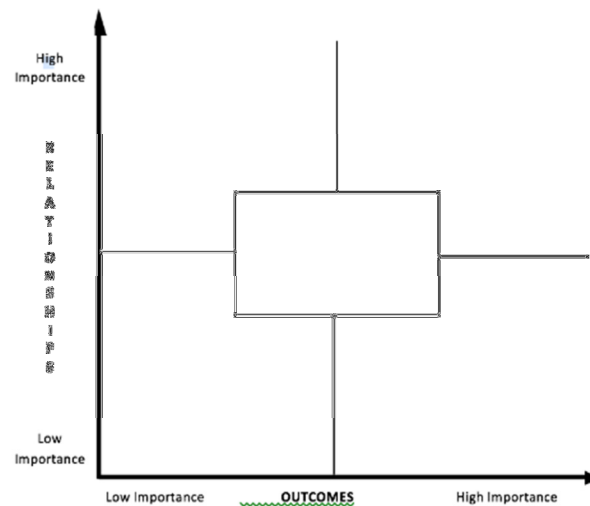
# Conflict Handling Strategies

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## Self-Assessment: Conflict Handling<sup>3</sup>

Think about an ongoing workplace situation that causes tension and conflict. Assess your approach to handling conflict. For this exercise, conflict is a situation where the concerns and needs of two people appear incompatible. Rate the following statements from **1** (most like you) to **5** (least like you).

- \_\_\_\_ I tend to do what I can to get the solution or decision I think is best.
- \_\_\_\_ I tend to “get around” or delay engaging in issues of controversy.
- \_\_\_\_ I tend to work with others to find a solution satisfactory to everyone.
- \_\_\_\_ I tend to go with what other people want.
- \_\_\_\_ I tend to find a solution that gets me and the other person partially what we both want.



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<sup>3</sup> Adapted from Thomas-Kilmann Conflict Mode Instrument

The Thomas-Kilmann Conflict Mode Instrument (TKI)<sup>4</sup> is designed to measure a person's behavior in conflict situations. The strategy you pick is based on two factors:

1. The importance of the **relationship**
2. The importance of the **outcome**

**Consider the following these questions:**

What is the typical way you would respond to a conflict?

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How important is the relationship versus how important is the outcome?

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How often do you choose a strategic response versus an impulsive reaction?

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<sup>4</sup> © Kilmann Diagnostics – [www.kilmanndiagnostics.com](http://www.kilmanndiagnostics.com)

# RESOLVE

*What do I do?*



*We cannot solve our problems with the same  
thinking we used when we created them  
Albert Einstein*

## PREPARATION

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*"Failing to prepare, is preparing to fail"*  
**Benjamin Franklin**

*"In preparing for battle I have  
found that plans are useless,  
but planning is indispensable."*  
**Dwight D. Eisenhower**

It's important to prepare for challenging conversations where you will need to negotiate for what is important, not only for yourself, but for each party involved in the discussion.

Here are questions to consider during your planning:

- What support do you need, if any, to handle this challenging situation?
- What is the most effective time to hold this difficult discussion?
- What location might best contribute to a collaborative, quiet and safe environment?

### **Stakeholder Involvement: Who is Affected? Who Should Be Included?**

Who are the stakeholders or people you need to consider when having a challenging conversation?

In preparing for the challenging conversations, it is important to consider those individuals who make the decisions and the people who are impacted by the conflict and the decisions made as a result of the problem resolution. Many of you have been involved in public participation processes, and often we realize through this process how many people are stakeholders.

In order to develop consensus, all interested parties should have an opportunity to participate in a collaborative problem-solving process. If an interested party is excluded from the process, they may feel they have no stake in the final result and consequently, will not only refuse to support it but may even resort to the courts to fight it. It is therefore usually in everyone's interest to include anyone in the process who could later challenge the resolution and thus prevent its implementation. Furthermore, when all affected parties are at the table, there is a better chance that all the relevant issues will be raised.

In the workplace, inclusion of affected parties often surfaces in decision making processes, where a collaborative problem-solving model offers a consensus based process for all who may be affected to participate in the decision. Conversely, a hierarchical or command and control process may lead to “announcements” from management that others are expected to follow without regard for their input or buy-in.

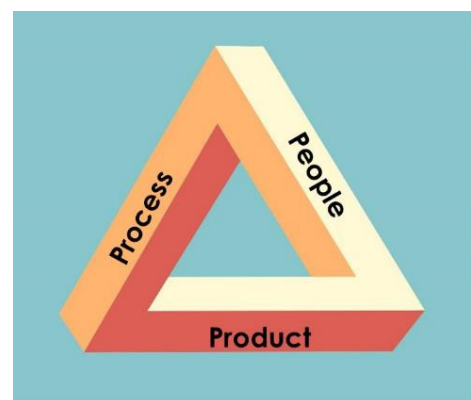
Another group of affected parties often ignored are “bystanders” – someone who is affected by the ongoing dispute although not as directly involved as the disputants. An example of this would be a member of a work team who is concerned that an ongoing personality dispute between two team members is impeding the performance of the entire team, yet that bystander feels powerless to speak up or raise their concern for fear of an antagonistic response.

Consider these questions when exploring all possible stakeholders in a collaborative problem-solving process whether it is a public participant format, EEO mediation, group or team facilitation.

- *Who has the authority to resolve this dispute?*
- *Who has an interest or stake in the outcome?*
- *Who might be surprised?*
- *Who could sabotage the decisions made?*
- *Who are the affected bystanders?*
- *Who are the technical support staff?*

## Triangle of Satisfaction

Chris Moore developed a triangular concept to help people examine more closely the similar and competing interests. He called this the Triangle of Satisfaction. When we’re preparing for a challenging conversation or meeting, at the individual, group or organizational level, we need to consider these 3 primary areas of interests before we make **powerful and sustainable decisions** on how to solve the problem.



- The **first main interest** is the need for a **Result** or a final **Product**. Does the outcome meet the needs of the internal and external customers?



- The **second main interest** is **Process**. Is the process fair, inclusive and transparent?
- The **final pillar** is **People**'s emotional and psychological needs. Are they feeling heard and treated respectfully?

Good preparation will lead to sustainable decisions with involvement of the right people, the right product and a process that allows for high satisfaction and perceived fairness.

## Make the Conversation Safe

Making people feel safe to engage in risky conversations is key to encouraging people to continue the discussion even when things get tough.

What are people most fearful of when engaging in a challenging conversation?

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What do you experience or see happen when people feel unsafe in a challenging conversation?

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What would make a conversation safe for you and others in the room?

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How does each person in the challenging conversation know of the other person's intentions?

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## How to Make the Conversation Safe<sup>5</sup>

1. Step Out of the Content
2. Stop and rebuild safety before continuing on. People need to know two things to feel safe:
  - a. You care about their best interests and goals
    - You have to persuade people that you have common objectives (or complementary objectives) and want a win/win outcome
    - When others think that our purpose is to blame, win, or hide the truth, they are likely to engage in fight or flight (e.g., not dialogue openly/honestly, withdraw, lie/cover up, attack, etc)
  - b. You care about them
    - You don't necessarily have to be friends. But, you have to see the humanity in other side - they're human beings and deserve to be treated with dignity and respect
    - Consider giving an apology, if appropriate, to acknowledge your regret and responsibility in hurting them.
3. Step back into conversation and continue with a renewed sense of trust and purpose.

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<sup>5</sup> Adapted from Patterson, Kerry, Grenny, Joseph, McMillan, Ron and Switzler, Al. *Crucial Conversations: Tools for Talking When Stakes are High*. McGraw-Hill: New York, NY, 2002.

## **Reflection Exercise**

Return to the challenging workplace conversation you identified earlier that you would like to prepare for and consider your intention and possible impact on the other person.

1. What is your purpose/intention for having this conversation? (Having a supportive purpose will help the conversation go well.)

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2. What tone/attitude or manner do you want to convey in this difficult conversation?

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## Interest-Based Negotiation

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Interest Based Negotiation (IBN) is a process using a number of techniques to support a collaborative problem-solving approach to conflict.



### Definitions: Positions and Interests

**Positions:** When someone takes a position, they are making a demand, stating an absolute claim, or providing an inflexible solution that is often self-serving. Often when someone takes a position, it is seen or heard by their actions and words. These action and words are what we experience as the “tip of the iceberg.”

**Interests:** The factors that drive or motivate someone to take a strong position. The underlying factors can be someone’s hopes, needs, fears, and desires. They make a great part of what is underneath most conflict or disputes.

Take a look at the graph below to compare how one approach to solving conflict stops conversations while the other approach deepens conversation and understanding.

Positions	Interests
Solutions to problems	Why a particular solution is preferred
Specific & defined result(s)	Based in needs
Basis for an argument	Reasons underlying positions
Fixed	Require explanation not justification
Conversation enders	Conversation Starters

When using interest-based problem-solving, determine what is most important regarding the outcome—what you really *need* to have happen, not what you *want* to happen—and communicate and negotiate in a way that is most likely to achieve that outcome. However, never lose sight of the interests of others—the more you attempt to satisfy their interests, the greater the likelihood they will work to satisfy yours.

#### **Techniques that help promote an interest-based approach:**

- Make every effort to understand the *why* behind your position and the other person's position. What are the concerns? What are the needs?
- Ask questions to uncover the other person's interests, such as: *"In what ways is this important to you?" "What concerns do you have about this proposal?"*
- Discuss your interests and reasoning before offering your conclusions or proposals.
- Acknowledge the other person's interests and concerns as legitimate.
- Rank your interests by relative importance; see that the other side does the same.

## Two Parts to Effective Communication

- Listen to understand
- Speak to be understood

Empathizing and acknowledging the impact of someone's situation goes a long way in letting people know they are being heard.

## Communication Skills - Listening

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### How do we recognize emotionality?

As good conflict managers, it is important to understand how to recognize emotions especially when someone is masking or hiding their emotions. When working with high or intense emotions, we need to also recognize that those emotions are communicated through our body language, facial expressions, and tone of voice more so than the words we speak.

According to social psychologist, Albert Merhabian (pronounced mare-A-Bee-an), he conducted a study in the 1970s to determine how we recognize emotionality through listening. Let's take a short quiz.

If these 3 communication components totaled 100%, what percentage would you assign each component based on its importance to listening and recognizing emotion? What does your experience tell you?

- Body language accounts for \_\_\_\_%
- Tone of voice for \_\_\_\_%
- Words we speak for \_\_\_\_%

*"If we were supposed to talk more than we listen, we would have two mouths and one ear."*

*Mark Twain*

### Listen to Understand

- *How* we listen is especially important.
- Listening for the purposes of understanding is key.
- Listening to engage in dialogue, not debate.

## Invitation to Dialogue<sup>6</sup>

DEBATE	DIALOGUE
Assuming there is a right answer and you have it	Assuming that many people have pieces of the answer
Participants attempt to prove The other side wrong	Participants work together toward common understanding
Focuses on WINNING	Focuses on EXPLORING common ground
Listening to find flaws and Make counter-arguments	Listening to understand, find meaning and agreement
Defending own assumptions as truth	Revealing our assumptions for reevaluation
Seeing two sides of an issue	Seeing all sides of an issue
Defending one's own views Against those of others	Admitting that others' thinking can improve one's own thinking
Searching for flaws and weaknesses in others' positions	Searching for strengths and value in others' positions
Seeking a conclusion or vote that ratifies your position	Using a consensus-based decision making process

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<sup>6</sup> Adapted from Michael Roberto, Why Great Leaders Don't take Yes for an Answer

## **Listening Self-Assessment**

Instructions:

- 1) Read each statement and select one response on each row.
- 2) Reflect on your ratings and answer the questions on the next page:

	<b>Always</b>	<b>Often</b>	<b>Sometimes</b>	<b>Rarely</b>
I allow the speaker to express his or her complete thought without interrupting.				
When someone is speaking to me, I eliminate distractions by turning off the radio or television, putting aside other work or other things that might interfere.				
I lean forward and make eye contact with the speaker.				
I listen for the feeling behind the speaker's message.				
I paraphrase the speaker's message to ensure I understand what they are saying.				
I don't "turn off" the speaker because I don't personally know or like the person speaking.				
I express genuine interest in the other individual's conversation with verbal and non-verbal cues.				
I ask questions to clarify the speaker's message.				
I avoid rehearsing what I want to say while others are talking.				
I pay attention to the speaker's energy level, posture, gestures, facial expression, tone and pace of speech as well as their words.				



## **Group Discussion**

What is challenging for you about listening to understand?

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What do you believe you need more practice to be an effective listener?

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## Core Listening Skills

**Be Present.** Listening begins by giving your full physical attention to the speaker. Your body language communicates the careful attention you are paying to the person who is talking. This is how you show respect.

- ❑ Make eye contact (if culturally appropriate)
- ❑ Lean slightly forward
- ❑ Face the speaker squarely
- ❑ Open body posture
- ❑ Focus on the speaker

**Track.** Communication is like a dance - the speaker is the leader and the listener is the follower. Resist the temptation to take control. Ideally, the speaker should have 80% of the speaking time, and listener, 20%. Allow the speaker plenty of time to complete the message without jumping in to add your own opinions and experiences.

**Encourage.** Let the speaker know you are connected and interested:

- ❑ mm-hmm
- ❑ I see
- ❑ And?
- ❑ Yes
- ❑ Go on
- ❑ Tell me more
- ❑ And then?

**Acknowledge and Validate.** Create a neutral zone to acknowledge and validate the speaker's point of view. Validation affirms that a person has been heard and has a right to feel or believe whatever he or she feels or believes. Remain objective and do not judge. Keep an open mind. Say "**Yes, and . . .**" or "**Sure, how?**" rather than "**yes, but. . .**" Remember that the goal is to understand, not agree, advise or correct.

**Empathize.** Empathy calls upon us to empty our mind and listen to others with our whole being. When we empathize, we demonstrate with respect that we understand what the speaker is experiencing through words and non-verbal cues. Our goal is to reflect their emotions and their intensity accurately.

- ❑ Listen for feeling words.
- ❑ Observe body language for feeling cues.

- ❑ Ask, "What would I be feeling?"
- ❑ Don't say: "I know just how you feel."
- ❑ Don't say: "I understand."
- ❑ Reflect the degree of emotion.

**Ask Open-ended Questions.** Questions help us to open up, generate dialogue, build relationships, and provide information. Asking the right questions in the right way also helps us to uncover interests and explore win-win solutions.

**Summarize.** Summarizing can be used in any conversation and is a tool that attempts to capture in concise form what has been said, while providing an overview of what has been said. The goal of the summary is to make sure that the speaker feels heard.

**Paraphrase.** Paraphrasing is similar to summarizing. It is a key way we demonstrate that we have understood the speaker and helps the speaker feel heard. It does not require a restatement of every word, rather an overview or outline of what has been said. Importantly, it accurately condenses the **content (facts) and feelings** of what has been stated. It is an opportunity for the speaker to determine whether he or she has been heard and understood. For example, *"These seem to be the main points you have covered so far..." (facts) and: "I hear that you are very troubled about not knowing what to expect...." (feelings)*

**Paraphrase this:**

"I've been working in the cube next to Stephen for the past two months. He's a really nice guy, but he talks too much. He's always interrupting me with the latest joke he's heard or telling me about his latest date. I can't get any work done."

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**Reframe what others are saying.** Reframing what someone has said is a way to use language to validate what is said with the focus on capturing the speaker's underlying interests, needs and concerns and shifts the way "facts" and "feelings" are expressed away from a negative frame of reference to a forward looking positive frame. For example, from "she never listens to me!" to "it's important to you to feel heard."

## Communication Skills - Speaking

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Speaking effectively means you're expressing yourself in ways that others will hear and understand what you have to say (facts, feelings, interests, etc.) as you intended. This includes everything from the words you use, tone of voice, body language, and more.

The goal is to state your concern, opinion, etc. without having the other person get defensive and to keep them engaged in dialogue.

### I-Statements

Negative conflict language is often about blaming, shaming and complaining. I-statements are like reframing your language to be understood. You want to deliver your message and filter out what might cause others to shut down and not listen to the importance of your message.



- Taking ownership for how you feel
- focuses on the situation and behavior and their impact on you, rather than pointing fingers at others (focus on the problem, not person)
- shifts discussion on hopes for the future (rather than getting stuck in the past)
- Can be used as "opening statements" to initiate a conversation and invite cooperation and joint problem solving

Example "I" Statement:

- **I feel** (state feeling)
- **When** (describe behavior in specific)
- **Because** (describe impact on your needs)
- **Make a positive behavior request** (describe what you need)

The goal is to communicate your interests and needs in a way that can be heard by the other person. The strategy of reframing to be understood is to shift the following language.

Negative	➔	Positive/Neutral
Past	➔	Future, Options
Other	➔	Speaker (YOU!)
Positions	➔	Interests
Blaming	➔	Impact, Concerns
Complaint	➔	Request

### I-Statements Examples:

<b>From negative</b> <i>"she's not a team player"</i>	<b>to positive</b> <i>"I would appreciate help from you"</i>
<b>From past</b> <i>"he's always late..."</i>	<b>to future</b> <i>"I would like you to arrive on time..."</i>
<b>From a focus on the other person</b> <i>"you need to stop giving me bad information..."</i>	<b>to a focus on the speaker</b> <i>"It's important to me that the information is accurate..."</i>
<b>From a focus on positions</b> <i>"I don't want to go to a staff meeting at 4pm..."</i>	<b>to a focus on interests</b> <i>"I am worried that the staff meeting won't end on time, because I have to pick up my children on time"</i>
<b>From blaming</b> <i>"you made me miss the deadline"</i>	<b>to a focus on impact</b> <i>"It made me feel really stressed when I didn't get your input for the report by the time we had agreed upon. As a result, I got behind and missed the deadline. It is important that we do a good job."</i>
<b>From a complaint</b> <i>"you never listen to me"</i>	<b>to a request</b> <i>"I need some assurance that you're listening to me"</i>
<b>From negative labels</b> <i>e.g., "stubborn"</i>	<b>to positive (or neutral) attributes</b> <i>e.g. "tenacious"</i>

### **I-Statements Practice Exercise**

Below are statements that reflect what you are thinking and would like to say. However, you know it would be better to reframe your thoughts and feelings to say something more constructive. What could you say instead that still conveys your thoughts, feelings and underlying interests?

1. You're nothing but a back-stabber. You better stop talking about me. \_\_\_\_\_  
\_\_\_\_\_
2. You're always focused on what we can't do. You're the most negative person I've ever worked with. You're dragging us all down. \_\_\_\_\_  
\_\_\_\_\_
3. If you weren't so disorganized, our team would've gotten our work done on time. \_\_\_\_\_  
\_\_\_\_\_
4. I'm trying to do my best! But how can I get all this work done when three different people are telling me what to do! \_\_\_\_\_  
\_\_\_\_\_
5. I hate this kind of bickering. If you'd just act reasonably we could solve this mess. \_\_\_\_\_  
\_\_\_\_\_
6. Just because I'm new doesn't mean I don't know anything! \_\_\_\_\_  
\_\_\_\_\_
7. Can we just focus on the task? I don't have time for all this chit-chat. \_\_\_\_\_  
\_\_\_\_\_
8. Look, I've told you before, you can't wait until the last minute to ask me to do something and expect me to drop everything else and get it done on time for you. \_\_\_\_\_  
\_\_\_\_\_
9. Hey, I came up with that idea in our last meeting. No one ever listens to me! \_\_\_\_\_  
\_\_\_\_\_

## Communication Skills Checklist

### 1. Active Listening

- a. Be present – give your full attention to the speaker
- b. Demonstrate interest, verbally and non-verbally, through facial expressions, eye contact, gestures and voice – tone, speed, and volume
- c. Engage in *dialogue* rather than *debate*

### 2. Paraphrase: Acknowledge and Validate

- a. Listening for what people are saying **and** the emotions they are revealing
- b. Empathize – reflect their emotions and intensity accurately, check for understanding
- c. Yes/And – no buts – your goal is to understand, not agree or correct

### 3. Ask Open-ended Questions

- a. Generates dialogue and build relationships
- b. Ask, don't tell
- c. Avoid yes/no answers
- d. *How, when, what, and why* are good starters
- e. *"Tell me more"* and *"Help me to understand"* work well
- f. *"What questions do you have?"* rather than *"Do you have any questions?"*

### 4. Reframing

- a. Start with reframing your own language
- b. Restatement of words into neutral, non-judgmental or positive terms
- c. Focus on underlying interests or needs to move from
  - Negative to a Positive
  - Past to the Future
  - Other to the Speaker
  - Positions to Interests
  - Blaming to Impact/Concerns
  - Complaint to a Request

**5. “I” Statements**

- a. Avoids blaming
- b. I feel (describe feeling)
- c. When (describe your observation of the behavior in specific terms)
- d. Because (describe impact of behavior on your needs)
- e. Make a positive behavior request (describe what you need)

**6. Summarize to demonstrate understanding**

- a. Provides opportunity for speaker to determine whether he/she has been heard
- b. Similar to paraphrasing, more concise

**7. Feedback Sandwich**

- a. Start with a positive
- b. Insert constructive feedback/change you’re looking for
- c. End with a positive

**Reflection Exercise**

Return to the challenging workplace conversation you identified earlier that you would like to prepare for and consider WHAT you will say.

What is YOUR desired outcome or goal for this challenging workplace conversation?

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What is the key feedback or message you need to convey to the other person?

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## **Challenging Conversation Worksheet: Preparing for a Challenging Conversation**

Separate positions from interests

- What are the positions (i.e. the claim or demands) – your’s and their’s?
- What the underlying interests and needs – your’s and their’s?

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Disentangle intention from impact.

- What is your purpose/intention for having this conversation? (Having a supportive purpose will help the conversation go well.)

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What might be the impact of the other person on you? What might they do that will be challenging for you emotionally?

- What are your triggers? What buttons are being pushed?
- How will you deal with them? (Have a strategy developed in advance).
- What emotions/feelings will you be willing to share?
- What will you do if you or the other person starts getting stressed or upset?

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Check your assumptions. Try to keep from running up the ladder of inference. Walk back down the ladder and see if there is another interpretation of what happened or what was said. What might be another perspective that you haven't thought of?

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How have you contributed to the problem? (Apologize when appropriate)

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What are some options to resolve the issue that you could discuss with the other person?

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### During the Conversation

- Invite cooperation
  - *"I'd like to solve this in a way that we can both be satisfied"*
  - Talk about the problem, not the person
- Share your intention
- Share perspectives, underlying interests
- Use your communication tools: paraphrase, open-ended statements, reframe/I-statements
- Develop accountability. How will you move forward?

### After the Conversation: Reflect

What worked well? What could be done differently next time?

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# REFLECT

*How did that go?*



*“Why am I as I am? To understand that of any person, his whole life from birth must be reviewed. All of our experiences fuse into our personality. Everything that ever happened to us is an ingredient” – Malcolm X*

## Conflict Management Review

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This workshop illustrates why it is important to think about conflict management and not just dispute resolution. Here is a definition of conflict management that incorporates the Rs of recognize, respond and resolve and points out that conflict management is broader than just dispute resolution. The 4Rs proactively work to prevent potential situations that could result in unpleasant confrontations. Remember, conflict is neutral and becomes positive or negative depending on how we handle it.

- *Recognize* the signs and signals of conflict
- *Respond* in ways that alleviate emotional tensions, enhance relationships, and prevent disputes
- *Resolve* disputes in collaborative ways using effective communication skills
- *Reflect* not only on what you could do more effectively but how you might support the other person to be more effective in how they engage in conflict conversations.

All successful conflict managers take the time to reflect on their performance and competencies to not only look at what they did well, but what could be done differently and more effectively next time. It is also about aligning your intentions with your behavior. Ask yourself these questions the next time you have a challenging conversation.

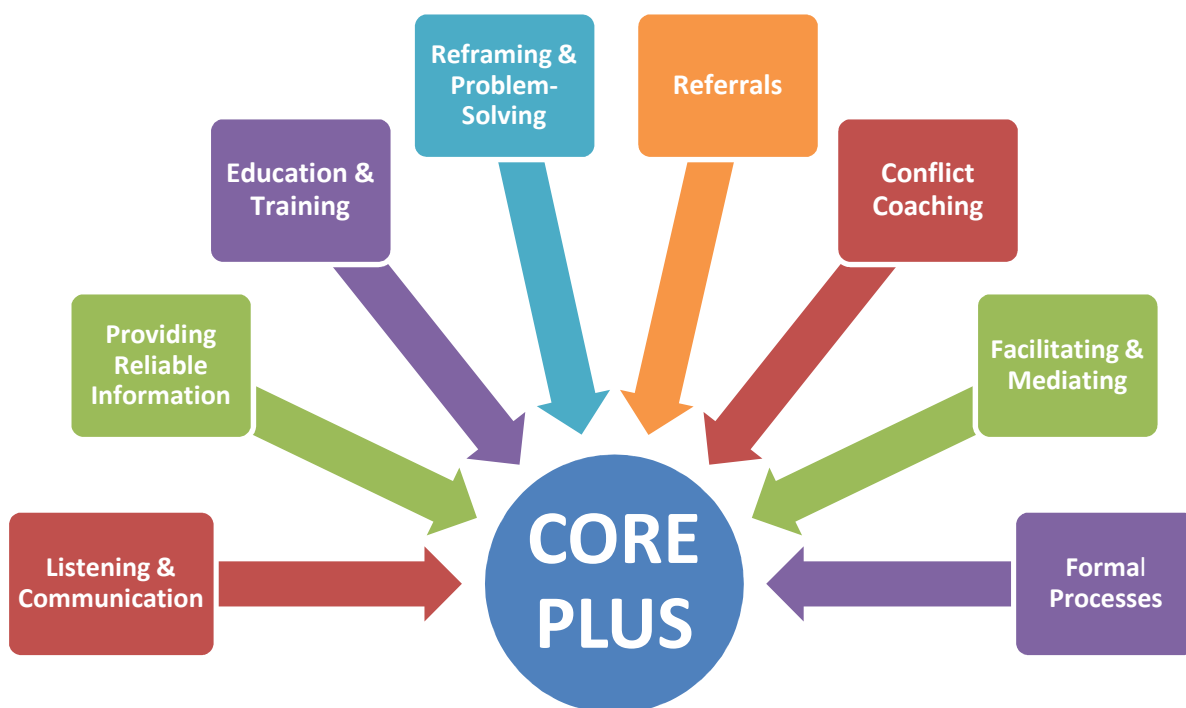
- Where did you get stuck?
- What could you have done differently?
- What surprised you that you did well?

## Overview of CORE PLUS

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The Department of the Interior is fulfilling its commitment to institute CORE PLUS through:

- Creating an environment for raising various issues, listening and being heard respectfully, and solving problems effectively.
- Building a network of resources and assistance to all employees for any type of concern, problem or disagreement that occurs at work.



**CORE PLUS** strives for eliminating barriers and encouraging all employees to make an informed choice about how best to address and issue – either on their own or with assistance. act responsibly on their own or with assistance.

**CORE PLUS** uses the full spectrum of conflict resolution tools including effective communication and conflict management skills training, informal discussions with a conflict management specialist, process and conflict coaching, conciliation, facilitation, and mediation. The option for more formal litigation and adversarial conflict resolution (such as formal EEO or grievance filing) always remains available.

**CORE PLUS** is a shared responsibility of management, employees and the organization. It depends on everyone supporting the implementation and adoption of CORE PLUS throughout the DOI. It starts with you!

- All types of concerns covered
- Multiple entry points: CADR, EEO, HR, SOL, IG, EAP, Supervisor, Unions, Training, etc.
- Process options suited to the situation
- Resources available - DOI wide rosters of internal and external neutrals
- Voluntary participation
- Simplified administrative procedures

## **Other Stuff that's NICE TO KNOW**

(not part of the course curriculum)

### **Tips for Dealing with “Difficult People”**

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#### **Look Deeper**

People don't usually come to work to do a bad job or be difficult. Look below the surface at what drives and motivates that person. What needs might their behavior be satisfying?

Don't assume people will be difficult. Reframe your thinking. Perhaps they are just different from you. What can you do to bridge your differences?

#### **Examine Yourself**

Look at yourself. People tend to assume that other people - “they” - are difficult. Are you sure? Could you be overreacting? Has this person pushed one of your “hot buttons”? How have you contributed to making the situation difficult? Why do you behave the way you do? Explore what you're experiencing with a trust friend or colleague (without being a gossip, complainer, etc.). Be open to making changes in your behaviors.

#### **Approach the Person for a Private Discussion**

Don't let the situation fester. Ask the person you are having difficulty with for a private discussion. Don't ignore a difficult conversation, regardless of who it's with – your peer, boss, employee.

Use a soft entry. Acknowledge to the other person the conversation may be difficult. Create a positive atmosphere despite being upset or needing to deliver difficult feedback.

Talk about what you are experiencing and the impact of their actions on you and your work. If you are their supervisor, talk about the impact they are having on their work and/or other's work. Be respectful. They might not realize the impact they are having. If they are aware, but don't care, continue the discussion as positively as you can to reach the best outcome possible.

Find a way to make it in their best interest to be cooperative. Tell the person the impact that changing his or her behavior will have from a positive perspective. If



you are their supervisor, tell the employee how choosing to do nothing will affect their career and job.

### **Be Open, Clear and Consistent**

Encourage open, honest communication. Be clear and consistent. Don't be defensive.

### **Change Your Approach**

You can't make someone change. However, you can change your actions in ways that may promote positive change in other's behavior.

If one approach doesn't work, try a new way. Don't get stuck in the "get a bigger hammer" syndrome.

### **Don't Reward Bad Behavior**

Don't let other people's behavior draw you into behaving badly. An eye for an eye will make you both blind.

Don't frequently cover up for others or routinely fix their problems. Give them the opportunity to grow and develop.

### **Focus on the Goal of the Conversation**

Keep your eyes on the prize. Remember what you want to achieve, what you want changed. Focus on achieving your interests, not winning your positions.

### **Follow Up After the Initial Discussion**

Check in with the other about how things are going. Has the situation improved? Has the behavior changed for the better? Or worse? Determine whether a follow-up conversation is needed or would make a positive impact.

### **Recognize Some Things Can't Be Fixed**

Some people have issues that need to be dealt with that go beyond effective communication and conflict management skills. If you find yourself in this situation, identify ways to mitigate the situation and improve the situation, even if it isn't resolved. Get help if needed. At the same time, don't be too quick to judge a person as beyond "repair."

# Generating win-win solutions

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## Options

Options are all the possible ways in which the interests of the parties might be met. Options are things you do with your negotiating counterpart. They are potential solutions that meet your and your counterpart's interests to the greatest degree possible. Options are best generated through use of a brainstorming session together with your counterpart. They are potential solutions that are on the negotiating table. Resist accepting or rejecting options one at a time, as they are proposed. Rather, assess all the proposed options together, and evaluate them against the interests articulated or against some objective standard.

*"Interests are the building blocks of a possible agreement. Options, on the other hand, are possible solutions to a negotiation - ways to fit those building blocks together to satisfy the negotiators and create value."*

*Fisher and Ertel*

When generating options, remember:

- Generate lots of options before evaluating them
- Avoid making premature judgments about options
- Broaden options rather than look for a single answer
- Solving the problem is both your and their problem

The well-prepared negotiator:

- Considers potential options prior to the negotiation
- Evaluates options according to the importance of the interests they address
- Works to "expand the pie"
- Knows that the value of various options is subjective

## Smart Agreements

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A **SMART** Agreement is specific, measurable and mutual, attainable or appropriate, realistic and time-based!

**Thoughts to consider in creating a SMART agreement:**

- Asking them what would work for them
- Exploring what's realistic

- Being very clear that the solution should not come from the facilitator
- Letting them know that the “best” solution may not be something that leaves them feeling ecstatic, but it will be something they can both live with
- Making sure they understand what they are agreeing to
- Talking about whatever follow-up may need to be done
- Letting them know if the facilitator has any role in following up with them
- Thanking them for participating

## Levels of Resolution

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Ken Cloke, Founder of Mediators Beyond Borders, International and the author of *Conflict Revolution: Mediating Evil, War, Injustice and Terrorism*, developed a model to demonstrate that there are different layers of conflict resolution. It takes much more to resolve an issue in order to truly resolve the deeper, underlying conflict and concerns. Many of us have seen, experienced, heard and been impacted by the wars in the Middle East.

How about the past wars and fighting in the Middle East? If we could stop the violence and the physical fighting tomorrow, would all the conflicts be resolved? This is an example where stopping the fighting is a necessary step, but it is only the initial step in managing the conflict. In fact, has stopping the fighting in some regions settled the issues? Resolved the underlying tensions? Provided meaningful reconciliation?

With protracted disputes, the emotional tension is charged and the damage is done. Even when the physical fighting stops, there are a number of steps before reconciliation and healing can begin. Let’s look at Cloke’s levels of resolution.

- Physical – Stop fighting
- Cognitive – Think through the issues
- Emotional – Resolve underlying tensions
- Spiritual – Reconcile, Forgive, and Heal

If you have ever “resolved” an EEO complaint or Union grievance, does it necessarily mean you resolved the conflict? NO!

There are many mediation sessions where a settlement agreement did not happen. And, a resolution focused on the emotional needs resulted in the beginning of a spiritual reconciliation.

## Course Designers: CHI

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**Carole Houk** is a conflict management consultant and attorney. Her firm, *chiResolutions, LLC*, (CHI) specializes in the design of integrated conflict management systems for businesses and government, with a particular focus on the healthcare industry. Carole developed the *Medical Ombudsman/Mediator Program (MEDIC+OM)* in 2001 to resolve patient-provider disputes at the point of care. She provides full consultancy services in early resolution programs for hospitals and medical centers, including disclosure training for providers, training and coaching for risk managers and other medical professionals in conflict engagement strategies, and effective communication to improve healthcare teams.

**chiResolutions, LLC** is the principal contractor to the U.S. Department of the Interior for the design and implementation of their organizational Integrated Conflict Management System, CORE PLUS, and served a similar function for the U.S. Department of Homeland Security's Transportation Security Administration from 2004-2009. She assisted the Canadian Human Rights Commission in developing an Integrated Human Rights Maturity Model for its regulated employers throughout Canada, and has consulted with the Canadian Department of National Defense, Department of Justice Canada, Public Works and Government Services Canada and the Australian Defense Organization in the design of their dispute resolution systems. Ms. Houk has been an Adjunct Professor at the Georgetown University Law Center, and has taught at Hamline University School of Law's Conflict Resolution Program and at Pepperdine University School of Law's Straus Institute of Dispute Resolution. Ms. Houk was the first Dispute Resolution Counsel for the U.S. Department of the Navy from 1997 through February 2001, and had all programmatic responsibility for designing and managing a comprehensive conflict management program covering the Navy's environmental, contractual, healthcare, and workplace disputes.

Carole holds an LLM (Labor) from the Georgetown University Law Center, a JD from Wayne State University Law School, and is a published author. In December 2016, *chiResolutions, LLC* published a comprehensive study of federal ombuds programs, *The Use of Ombuds in the Federal Government*, for the Administrative Conference of the U.S., which can be found at <https://www.acus.gov/research-projects/use-ombuds-federal-agencies>

**Pattie Porter, LCSW**, is an independent consultant and a team member of *chiResolutions* since 2006. She is the Founder of Conflict Connections, Inc. in San Antonio, Texas. Pattie has worked extensively in the dispute resolution field since 1994 providing mediation, team facilitation, negotiation training, and conflict

management and abrasive leader coaching services to senior leaders, businesses, government agencies and higher education institutions. She has worked closely with numerous federal agencies including the DOI, Department of Homeland Security, US Department of Agriculture, Department of Defense, Environmental Protection Agency, and NASA; corporations such as Coca-Cola, and multi-billion dollar family-owned businesses both in the US and abroad.

Pattie trains and facilitates extensively throughout the U.S. on topics related to conflict management and collaborative problem-solving. She often serves as a senior trainer leading and mentoring training teams as they build internal capacity within an agency. She has designed and lead train-the-trainer courses educating thousands of agency employees and managers. She is also a formal mentor to conflict coaches, Navy mediators and government agency facilitators.

Pattie is an adjunct faculty member in the graduate dispute resolution program at Southern Methodist University in Plano, Texas. She is also the Founder and Host of a global online radio program, The Texas Conflict Coach® educating the public and consumers how to manage conflict constructively and problem-solve effectively. She is the author of two Minibooks™ Stop The Dreaded Drama, and Stop Avoiding Conflict.

**Lauren Marx, M.S.** is the Deputy Program Manager at chiResolutions, where she assists organizations increase their capacity through conflict management systems. Lauren administers CHI's day-to-day operations. Notably she manages a robust national roster of over 230 Conflict Management Practitioners (CMP) in support of Department of the Interior's (DOI) integrated conflict management system. She herself is a CMP and provides direct services such as workplace and EEO mediation, conflict coaching, curriculum development, organizational development, stakeholder engagement, and facilitation for DOI. Furthermore, Lauren mediates for the District of Columbia's Superior Court and the Center for Dispute Settlement.

Prior to joining CHI, Lauren supported various organizational, engagement, and conflict management initiatives for the U.S. Transportation Security Administration, the National Archives and Records Administration, the Environmental Protection Agency, and the District's Department of Transportation. In 2012, she had the privilege of interning in the American Red Cross's Office of the Corporate Ombudsman and publishing an article on Virtual Teams for the International Ombudsman Association.

Lauren received a M.S. in Conflict Analysis and Resolution from Nova Southeastern University and a B.S. in Business Administration, Marketing from the University of Florida.

**Nike Carstarphen, Ph.D.**, is a consultant and co-founder of the Alliance for Conflict Transformation (ACT), a non-profit organization dedicated to expanding the knowledge and practice of conflict transformation and peace building through education, training, research, evaluation and practice worldwide. Dr. Carstarphen specializes in conflict assessment, organizational development, collaborative problem solving, conflict resolution systems design, and program monitoring and evaluation for public, private, community and nongovernmental organizations at the local, state, federal and international levels.

Nike has provided training and training-of-trainers for over 3,000 adults and youth from the U.S., and abroad. She has helped design conflict prevention programs for schools, communities and organizations, and facilitated several short- and long-term inter-group dialogues and problem-solving processes in organizations and communities. Her highly successful facilitated dialogue between police officers and gang-involved youth was featured in a special publication, *Bridging the Police-Gang Divide*, by the U.S. Department of Justice's Community Policing Consortium. Dr. Carstarphen has taught graduate and undergraduate courses in the U.S., Bolivia, Indonesia, and Spain, and has published book chapters and articles in *Negotiation Journal*, among others.

## **Collaborative Action and Dispute Resolution Team**

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\*ECCR: Environmental Collaboration and Conflict Resolution

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