

Frequently Asked Questions - CORE

Q: What kinds of issues can be brought to CORE?

Any workplace concern, issue, conflict, or dispute that is negatively impacting a person's ability to do her or his job may be brought to CORE. The circumstances of a given situation, the relief being sought, and the wishes of the person initiating the contact help determine the most appropriate ways to proceed.

Similarly, supervisors and managers often contact CORE regarding conflict within teams and groups. CORE provides a variety of conflict intervention and management strategies for teams.

Q: Does CORE extend the timeframe for filing an EEO complaint?

No. If an employee is considering filing an EEO complaint, that complaint **MUST** be filed within 45 days of the alleged discriminatory event. Contacting CORE, or using CORE services to attempt resolution of a situation which could also be pursued through the EEO complaint process does not alter or extend that 45 day timeframe.

Q: How does CORE relate to the grievance process?

The CORE process does not provide any extension of time frames in which to seek redress under formal administrative processes, including the grievance process. Therefore, an employee must initiate a grievance if they wish to preserve their rights to that procedure. An employee can request the CORE process at any time during the grievance process, and the grievance process timeframes may be extended to accommodate CORE. If the CORE process successfully resolves the matter, the issue is closed. If not, and if the employee desires to pursue resolution through the grievance process, the CORE procedure may substitute for the informal grievance stage.

Q: How do I begin the CORE process?

It's as easy as calling or e-mailing any of the USGS CORE Specialists listed on the "Contact Us" area of this website. Confidentiality begins with your initial contact. You do not need to inform anyone of your intent to contact CORE, nor do you need your supervisor's approval to do so.

Q: Does the CORE Specialist serve as my advocate or representative?

No. The CORE Specialist does not represent or advocate the interests of either party in a dispute. The CORE Specialist is a third-party neutral whose only interest is in helping parties in conflict find a resolution that works for them.

Q: If I contact CORE must I contact a CORE Specialist in my own organization or geographic area?

No. You may contact any USGS CORE Specialist. That CORE Specialist may have to “hand you off” to another CORE Specialist, though, if schedule availability or travel costs are a problem.

Q: How do I know the CORE Specialist I contact will be a neutral?

Neutrality and impartiality are basic and essential requirements for all persons who work in the ADR arena. There are situations, however, when either a party or a CORE Specialist will feel that neutrality and impartiality will be better served by the party working with another CORE Specialist.

Q: Will anyone other than the CORE Specialist know that I have contacted CORE?

Not unless you want someone else to know or otherwise become involved. About half of the CORE contacts in USGS involve only the person initiating the contact and the CORE Specialist. In those instances, the CORE Specialist is able to provide information or assistance that resolves the concern. In the other half of the cases, the person initiating the CORE contact is interested in pursuing resolution of the issue through mediation, which involves two or more parties meeting to attempt to address and resolve the issue or conflict. In a mediation session, the CORE Specialist is the third-party neutral who leads the mediation and helps the parties find a solution that works for them.

Q: Is participation in CORE voluntary?

Your decision to contact a CORE Specialist is entirely voluntary on your part. CORE is not a step that must be taken as a prelude to any other avenue of redress. Likewise, it is your choice to stop the CORE process at any point. If mediation is involved, all parties must voluntarily agree to participate. In other words, if the dispute involves two colleagues or coworkers who are not in a supervisory relationship, both parties must be willing participants in mediation. If the conflict involves an employee and his/her supervisor, DOI policy requires that either the supervisor or someone higher in that supervisory chain participate in the mediation process.

Q: Are mediation and ADR the same thing?

No. Mediation is one of many tools or techniques included in a broad spectrum of ADR processes. Other tools include such things as facilitation, coaching, and consultation.

Q: What happens after mediation?

If the parties reach an agreement that resolves their conflict, the matter is closed. The agreement would specify what each party will commit to the other and how they will actually implement the agreement. If mediation does not produce a resolution, which does sometimes happen, the parties are free to pursue other avenues of redress, which could include, for example, grievances and complaints.

Q: What does the Administrative Dispute Resolution (ADR) Act say about the confidentiality of communications made in connection with the CORE process?

In passing the Alternative Dispute Resolution (ADR) Act of 1996, Congress recognized the importance of confidentiality to the success of processes like CORE. The ADR Act protects from disclosure information that relates to the CORE process with two exceptions: "...except that a written agreement to enter into a dispute resolution proceeding, or final written agreement or arbitral award reached as a result of dispute resolution proceeding, is not a dispute resolution communication." Section 571(5). The following question describes what information is protected by the ADR Act and to what extent it is protected. CORE program dispute resolution is an informal process and does not involve an arbitrator, policing of agreements, or arbitral agreements.

Q: What information will be kept confidential during and after the CORE process?

The ADR Act protects any dispute resolution communication, which is defined as any oral or written communication prepared for purposes of a dispute resolution proceeding. Dispute resolution communication includes any memos, notes, or work product prepared by:

- any of the parties;
- any nonparty who participates in the CORE proceeding; or
- the neutral, which in this case includes the CORE Specialist or another person serving as a mediator or co-mediator in the CORE proceeding.

As defined under the ADR Act, protected communication does not include a written agreement to enter into a CORE process, nor a final written agreement reached as a result of the CORE process. This protection does not extend to documents prepared for other purposes that would make the document otherwise discoverable, even if that document were used in the CORE process. In some cases, other laws may protect such a document from disclosure.

Q: When does a CORE proceeding begin for purposes of the confidentiality provisions of the ADR Act?

Confidentiality protections of the ADR Act apply to a "dispute resolution proceeding" in which a neutral has been appointed and specified parties

participate. Initial verbal consultations with a CORE Specialist about a work-related dispute are protected as provided under the ADR Act ([explained in detail below](#)). A special information notice on the Intake form that the CORE Specialist is not an EO representative and provides timelines for filing a formal EO discrimination complaint must be signed and kept on file.

A written agreement to enter into a CORE informal mediation proceeding, signed by all parties, is not protected from disclosure. However, further communications with the neutral and other parties to a CORE informal mediation proceeding will be protected to the extent provided by the ADR Act.

Q: If I give information in confidence to a neutral during a CORE proceeding, does he/she have to keep it confidential?

As a general rule, the ADR Act prohibits the neutral from disclosing any dispute resolution communication or other communication provided to him/her in confidence during a dispute resolution proceeding. This means that, if you give protected information to a neutral and ask him or her to keep it confidential, the neutral is required to do so. But there are several exceptions ([see below](#)), including instances where a threat of imminent harm to self or others is communicated.

Q: Under what circumstances could a neutral disclose to someone else information that I provide during a CORE proceeding?

1. The parties can agree in advance to allow for greater disclosure of information provided during a CORE proceeding. If they so inform the neutral before the CORE proceeding begins, then their agreement will govern.
2. The parties can also agree after the CORE proceeding has begun that a particular dispute resolution communication may be disclosed to an outsider, but in this case the agreement must be in writing and must have the concurrence of the neutral. If the communication was provided by a nonparty participating in the CORE proceeding, he or she must also agree to its disclosure.
3. If the dispute resolution communication has already been made public, then the neutral is allowed to disclose it to someone else.
4. The neutral can make the dispute resolution communication public if required to do so by a statute, but only if no other person is available to disclose the information.
5. The neutral can also disclose the dispute resolution communication if required to do so by court order. Before issuing such an order, a court must determine that the disclosure is necessary:
 - to prevent manifest injustice,
 - to help establish a violation of law, or
 - to prevent harm to the public health or safety.
6. The court must also determine that the need for disclosure in the particular case is of sufficient magnitude to justify risking harm to the integrity of ADR

proceedings in general by reducing the confidence of parties in future cases that their communications will remain confidential.

7. If you indicate to the neutral that the information you are providing is not confidential, then it would not be protected from later disclosure. For example, if you give the neutral information that you want him or her to convey to all the other parties in the CORE proceeding, or if you share the information with the other parties in a joint session, it would not be considered confidential. All parties to the CORE process are requested to maintain the integrity of confidentiality of issues discussed during mediation and after the process is completed.
8. If someone else sends a discovery request to the neutral or otherwise seeks to have the neutral disclose information that you provided in confidence during the CORE proceeding, the neutral must make reasonable efforts to notify you. You will then have 15 days to offer to defend a refusal by the neutral to disclose the requested information. If you do not make such an offer, you will be deemed to have waived any objection to disclosure by the neutral.

Q: Under what circumstances can I or another party disclose to someone else information that was provided provide during a CORE proceeding?

Just as the neutral generally cannot disclose information provided in confidence during a CORE proceeding, the parties cannot disclose such information either, unless one of the following exceptions applies:

1. If the party seeking disclosure is the one who prepared the dispute resolution communication, any party may disclose it.
2. All the parties can agree in writing that a dispute resolution communication may be disclosed.
3. If a dispute resolution communication has already been made public, then any party is allowed to disclose it to someone else.
4. Any party can make a dispute resolution communication public if required to do so by a statute.
5. A party can also disclose a dispute resolution communication if required to do so by court order. Before issuing such an order, a court must make the same determinations described in #5 of the previous question above.
6. A party can disclose a dispute resolution communication if it is relevant to determining the existence or meaning of an agreement that resulted from the communication, or if it is relevant to enforcement of such an agreement.
7. If a dispute resolution communication was generated by a party or a nonparty participant and was provided or made available to all the (other) parties, it may be disclosed. This means that information shared during joint sessions with the other parties is not confidential. Note that this exception does not apply to a dispute resolution communication generated by the neutral – all parties must keep such communications confidential, unless one of the other exceptions above applies.