

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PD-35 (rev. 4), “INDEPENDENT DISMISSAL MEDIATION AND DISPUTE RESOLUTION”
MARCH 1, 2020

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Attachment A: PERS 326, Request for Independent Dismissal Mediation (03/20)

Attachment B: PERS 526, Notification of Dispute Resolution Session (03/20)

Attachment C: PERS 527, Employee Packet for Dispute Resolution (03/20)

PERS 527-1, Dispute Resolution Guidelines (03/20)

PERS 527-2, Dispute Resolution Consent (03/20)

Attachment D: PERS 528, Dispute Resolution Agreement (03/20)

Attachment E: PERS 529, Dispute Resolution Impasse Form (03/20)



TEXAS DEPARTMENT
OF
CRIMINAL JUSTICE

NUMBER: PD-35 (rev. 4)

DATE: March 1, 2020

PAGE: 1 of 20

SUPERSEDES: PD-35 (rev. 3)
August 1, 2012

EXECUTIVE DIRECTIVE

SUBJECT: INDEPENDENT DISMISSAL MEDIATION AND DISPUTE RESOLUTION

AUTHORITY: Tex. Gov't Code §§ 493.001, 493.006–.007, 2009.001–.055; *General Appropriations Act*, 86th Leg., R.S., art. V; BP-02.08, "Statement of Internal Controls"

APPLICABILITY: Texas Department of Criminal Justice (TDCJ)

EMPLOYMENT AT WILL CLAUSE:

This directive **does not** constitute an employment contract or a guarantee of continued employment. The TDCJ reserves the right to change the provisions of this directive at any time.

Nothing in this directive limits the executive director's authority to establish or revise human resources policy. This directive guides the operations of the TDCJ and **does not** create a legally enforceable interest for employees or limit the executive director's, deputy executive director's, or division directors' authority to terminate an employee at will.

POLICY:

The TDCJ promotes equal employment opportunity by providing independent dismissal mediation and dispute resolution to TDCJ employees without regard to race, color, religion, sex (gender), national origin, age, disability, or genetic information. The TDCJ has zero tolerance for all forms of employment discrimination. No employee will be subjected to retaliation for opposing or reporting employment discrimination in the independent dismissal mediation or dispute resolution process.

DEFINITIONS:

The following terms are defined for the purposes of this policy and are not intended to be applicable to other policies or procedures.

"Agreement" is a written plan of action resulting from an independent dismissal mediation session or a dispute resolution session, which is agreed upon as a condition of continued

employment or by the participating employees to resolve a dispute. Such an agreement does not constitute or create a contract of employment nor create a legally enforceable interest on behalf of the participant against the TDCJ or limit management's authority to enforce PD-22, "General Rules of Conduct and Disciplinary Action Guidelines for Employees," or any other TDCJ directive.

"Facilitator" is an employee assigned to Employee Relations, Human Resources Division, who coordinates the Dispute Resolution Program and acts as an impartial third party in a dispute resolution session.

"Grievance" is a formal written complaint filed by an employee in accordance with PD-30, "Employee Grievance Procedures," regarding an employment-related matter.

"Impasse" is the status of independent dismissal mediation or dispute resolution occurring when employees are unable to reach an agreement during an independent dismissal mediation session or a dispute resolution session.

"Intake Officer" is a specialist located within Employee Relations, Human Resources Division, who: (1) receives, evaluates, and processes complaints; (2) advises employees and managers of the available options to resolve employment-related complaints, grievances, or any other employment-related dispute; and (3) informs employees of filing rights with state and federal enforcement agencies, such as the Texas Workforce Commission - Civil Rights Division (TWC-CRD) and the Equal Employment Opportunity Commission (EEOC).

"Mediator" is an impartial third person from a company that provides independent dismissal mediation services to the TDCJ on a contractual basis.

"Offenders" are individuals under the supervision or custody of the TDCJ, including TDCJ offenders housed in privately operated, federal, county, or other states' facilities. These individuals include, but are not limited to, parolees, individuals under mandatory supervision, incarcerated individuals, and individuals housed in county jails that have been sentenced to the TDCJ but are not yet in TDCJ custody.

"Strike" is a work stoppage by a body of workers to enforce compliance with demands made by the body of workers or the workers' representatives.

"TDCJ Official" is an employee designated by the executive director, deputy executive director, or appropriate division director as having the authority to represent the TDCJ at an independent dismissal mediation session. The employee shall have completed the required training conducted by Employee Relations, Human Resources Division.

PROCEDURES:

I. Independent Dismissal Mediation

An employee who has been recommended for dismissal shall be given the opportunity to have the dismissal recommendation mediated through a voluntary independent dismissal mediation session. To promote a mutually acceptable agreement, a mediator facilitates

communication between a designated TDCJ official and the employee who has been recommended for dismissal.

An employee who has separated from the TDCJ through a process other than the disciplinary dismissal process, for example administrative separation, shall not be offered the opportunity to participate in independent dismissal mediation.

A. Offer of Independent Dismissal Mediation

1. When a recommendation for dismissal is made in accordance with PD-22, the reprimanding authority shall fax a copy of the PERS 185, Reprimand Form, and all supporting documentation to Employee Relations, Human Resources Division for review.
2. After reviewing the dismissal recommendation, Employee Relations shall mail a letter and a PERS 326, Request for Independent Dismissal Mediation (Attachment A), via certified mail, to the employee's mailing address provided on the PERS 185. Documentation of the employee's receipt of the letter and PERS 326 shall include the option of either the employee's signature on the green certified mail card or a copy of the receipt obtained through the United States Post Office website.
3. If the employee elects to pursue independent dismissal mediation, the TDCJ and the employee shall share the cost of the independent dismissal mediation session. The employee's share of the cost will be \$50.

If the dismissal recommendation is overturned or voided, with no alternative punishment specified, the TDCJ shall reimburse the employee's \$50. The only exception shall be if the Texas Comptroller's office notifies the TDCJ that the payment shall not be released due to money owed, such as property taxes or child support. In such an instance, the TDCJ shall notify the employee of the toll-free phone number the employee may call to obtain detailed information from the Texas Comptroller's office.

B. Employee Elects to Pursue Independent Dismissal Mediation

1. Payment

If the employee elects to pursue independent dismissal mediation, the employee shall:

- a. Complete the PERS 326;
- b. Return the PERS 326 to Employee Relations along with a \$50 cashier's check or money order payable to the TDCJ; and

- c. Ensure the completed PERS 326 and payment are received by Employee Relations within 15 calendar days from the date the letter was mailed offering independent dismissal mediation.

If the employee fails to comply with these instructions, the mediation option shall be forfeited.

2. Scheduling the Independent Dismissal Mediation Session

Upon receipt of the completed PERS 326 and payment, a designee from Employee Relations shall contact the designated TDCJ official and arrange a date, time, and location for the independent dismissal mediation session. The TDCJ official shall determine whether to conduct the independent dismissal mediation session in person, by telephone, or via videoconference. If it is determined that the independent dismissal mediation session is to be conducted in person, an effort shall be made to schedule a location that minimizes the travel expense to the employee.

Once the independent dismissal mediation session has been scheduled, it shall not be rescheduled at the request of the employee or the employee's representative. The designee from Employee Relations shall notify the employee and the independent mediation provider of the independent dismissal mediation session arrangements.

3. Representation

The employee and the designated TDCJ official may each be accompanied by a representative of choice during the independent dismissal mediation session. However, a representative shall not be:

- a. A person claiming the right to strike;
- b. An offender; or
- c. The reprimanding authority who recommended the employee's dismissal.

4. Time Reporting

- a. Attendance at an independent dismissal mediation session by the designated TDCJ official, the TDCJ official's representative, and the employee recommended for dismissal shall be considered official business. An employee who is on the TDCJ payroll at the time of the proceeding shall be considered on temporary duty assignment for the purpose of participating in the independent dismissal mediation session. Employees in a leave without pay (LWOP) status are not considered on active payroll and will not be

considered on a temporary duty assignment for the purpose of participating in the independent dismissal mediation session.

- b. There is no authority for the TDCJ to pay compensation to or reimburse the expenses of a representative for an employee who has been recommended for dismissal, regardless of whether the representative is a state employee or someone outside state service. Therefore, appearance as a representative for an employee at an independent dismissal mediation session shall not be considered official business. If the representative is a TDCJ employee and the independent dismissal mediation session is held during the representative's working hours, the representative shall obtain prior approval to use accrued leave or, if accrued leave is not available, LWOP to attend the session.

5. Travel and Per Diem

Neither the employee recommended for dismissal nor the employee's representative shall be authorized travel or per diem expenses.

6. Mediation Agreement

The TDCJ official is authorized to approve all elements of a mediation agreement based on instructions provided in the *Independent Dismissal Mediation Program TDCJ Official's Guide* which is available from Employee Relations.

7. Results Notification

The TDCJ official shall fax the results of the independent dismissal mediation session to Employee Relations. A designee from Employee Relations shall send an email to the employee's human resources representative, warden or department head, and regional office. The message shall:

- a. Provide details regarding the result of the independent dismissal mediation, including the terms of the agreement; or
- b. Advise whether the dismissal recommendation will be forwarded for processing in accordance with PD-22; and
- c. Provide the amount of time the employee spent at the mediation session, for the purpose of crediting the appropriate time for employees remaining on payroll.

8. Confidentiality

Every effort shall be made to maintain the privacy of the verbal and written information exchanged during the independent dismissal mediation session.

- a. If an agreement is reached by the parties, the agreement is not confidential and may be released in response to a request made under the *Public Information Act*.
- b. Unless the parties agree otherwise, all other matters, including the conduct and demeanor of the parties during the independent dismissal mediation session, are confidential and shall not be disclosed to anyone unless required by law. All notes taken during the independent dismissal mediation session shall be collected at the end of the session and shall become part of the packet maintained by Employee Relations. Any request for this documentation under the *Public Information Act* shall be forwarded to the Office of the General Counsel.

9. Grievance

- a. A mediated agreement resulting in the dismissal recommendation being modified or rescinded is not grievable.
- b. If the independent dismissal mediation session result is an impasse and the dismissal recommendation is approved, the employee may grieve the dismissal in accordance with PD-30.

C. Employee Forfeits Independent Dismissal Mediation Option

1. A designee from Employee Relations shall notify the employee's human resources representative, warden or department head, and regional office via email if:
 - a. The employee elects not to participate in independent dismissal mediation;
 - b. The employee fails to respond to the letter offering mediation and submit payment within the required time frame; or
 - c. The employee fails to report for a scheduled mediation session.
2. In such instances, the dismissal recommendation shall be forwarded for processing in accordance with PD-22.

II. Dispute Resolution

A. General Provisions

1. The dispute resolution process allows two or more employees to meet in a private setting, at no cost to the participants, and attempt to resolve a work related dispute by negotiating a mutually acceptable agreement with the help of a facilitator. The facilitator shall be an impartial third party, who remains neutral, and promotes and encourages communication between the participants.
2. Dispute resolution may be used to resolve employee grievances or other complaints submitted to an intake officer, except for complaints relating to a recommendation for dismissal, administrative separation, or other employment separation.
3. The warden, department head, or designee may contact an intake officer and request a voluntary or directed dispute resolution session to resolve employment related disputes within the program area or department.

B. Offering or Requiring Dispute Resolution

1. If an intake officer determines a dispute resolution session is appropriate, the intake officer shall notify the facilitator or designee.
2. If the dispute resolution session is initially being offered on a voluntary basis, the facilitator or designee shall advise each potential participant of the opportunity to voluntarily participate in the dispute resolution session. If one or more potential participants reject the offer to voluntarily participate in the dispute resolution session, the facilitator or designee shall inform the appropriate warden or department head of the rejection. If the facilitator or designee believes a dispute resolution session is in the best interest of the TDCJ, the facilitator or designee may recommend that the warden or department head require participation in a directed dispute resolution session.

C. Scheduling the Dispute Resolution Session

Upon the participants voluntarily electing or being required to take part in a dispute resolution session, the facilitator or designee shall schedule the session to be held within 14 calendar days after receipt of the notification from the intake officer. The facilitator or designee shall consider the participants' and TDCJ's needs when scheduling the session.

D. Participants

1. If a conflict of interest exists between the facilitator and any of the participants, the manager of Employee Relations or designee shall assign an alternate facilitator.
2. A warden or department head may be one of the participants in a dispute resolution session, for example if the warden or department head requests a dispute resolution session between the warden or department head and a subordinate employee, or if the warden or department head is the respondent named in an EEO complaint. A warden or department head shall not attend a dispute resolution session as an observer.
3. Representatives and witnesses shall not be allowed to attend the dispute resolution session.

E. Notification

1. The facilitator or designee shall notify an appropriate contact person, such as the participant's human resources representative or warden's secretary, of the date, time, and location of the dispute resolution session.
2. Based upon the information provided by the facilitator or designee, the contact person shall provide each participant with the information on the PERS 526, Notification of Dispute Resolution Session (Attachment B), via one of the following methods:
 - a. The completed PERS 526 may be provided to a participant in person. Receipt of the PERS 526 shall be documented by:
 - (1) The participant's signature and date of signature; or
 - (2) A notation that the participant refused to sign the PERS 526. The contact person and another witness shall sign and date the PERS 526.
 - b. If a participant is not available, for example if the participant is on leave or assigned to a different location, the contact person may notify the participant by telephone in the presence of a witness or via email. If the notice is provided by telephone, the contact person shall read Sections I, II, and III of the PERS 526 to the participant. The contact person shall indicate on the PERS 526 the reason for the telephone or email notification. Both the contact person and a witness shall sign and date the PERS 526.
 - c. If a participant is not available to be notified in person and all attempts to notify the participant by telephone or email have failed,

the contact person shall mail the PERS 526 to the participant via certified mail.

3. The contact person shall, as soon as possible, inform the facilitator or designee of:
 - a. The date the participants were notified of the dispute resolution session;
 - b. The method of notification; and
 - c. Any scheduling conflict requiring delay of the session.
4. If the dispute resolution session will be conducted at the contact person's unit or department, the contact person shall maintain the original PERS 526 in a suspense file until the PERS 526 forms are provided to the facilitator or designee in person prior to the beginning of the dispute resolution session. If the dispute resolution session will be conducted at another location, the contact person shall mail the original PERS 526 to the facilitator or designee via first class mail.

Only the participants shall be provided a copy of the original PERS 526. The contact person shall not make or maintain additional copies of the PERS 526 forms.

F. Dispute Resolution Process

1. Time Reporting

Attendance at a dispute resolution session shall be considered official business. A participant shall be considered on temporary duty assignment for the purpose of participating in a dispute resolution session and for travel from the participant's regular point of assignment to the location of the dispute resolution session. Time reporting for travel shall be in accordance with state travel regulations.

2. Documentation

- a. The facilitator shall provide a PERS 527, Employee's Packet for Dispute Resolution (Attachment C), to the participants at the time of the dispute resolution session. This packet consists of the PERS 527-1, Dispute Resolution Guidelines, and the PERS 527-2, Dispute Resolution Consent. The PERS 527-1 provides the guidelines for the dispute resolution process and may be retained by the participants. The PERS 527-2 should be read, instructions understood, and signed by the participants and facilitator, if appropriate, and returned to the facilitator for inclusion in the

Employee Relations dispute resolution file. Copies shall be provided to each of the participants.

- b. If an agreement is reached in the dispute resolution session, the facilitator shall complete the PERS 528, Dispute Resolution Agreement (Attachment D), sign the form, ensure the participants sign the form, and retain the original signed form for inclusion in the Employee Relations dispute resolution file. Copies shall be provided to each of the participants.
- c. If the dispute resolution session result is an impasse, the facilitator shall complete the PERS 529, Dispute Resolution Impasse Form (Attachment E), sign the form, ensure the participants sign the form, and retain the original signed form for inclusion in the Employee Relations dispute resolution file. Copies shall be provided to each of the participants.
- d. Before leaving, the facilitator shall collect and destroy all notes taken during the dispute resolution session.
- e. The PERS 528 or PERS 529 shall be retained by Employee Relations in accordance with the *TDCJ Records Retention Schedule*.
- f. Upon request, the facilitator shall provide the warden or department head with a copy of the applicable PERS 528 or PERS 529. The warden or department head shall destroy the copy of the PERS 528 or PERS 529 after review or maintain the form in a separate file. Neither the PERS 528 nor PERS 529 shall be placed in the participant's unit or department human resources file.

G. Results Notification

The facilitator or designee shall inform the warden or department head whether the dispute resolution result is an agreement or impasse, and the human resources representative of the amount of time spent at the session for appropriate credit for those employees remaining on payroll.

H. Confidentiality

Every effort shall be made to maintain the privacy of the verbal and written information exchanged during the dispute resolution session.

- 1. Unless the participants agree otherwise, all matters, including conduct and demeanor during the dispute resolution process, are confidential and shall not be disclosed to anyone unless required by law. Any request for this

documentation under the *Public Information Act* shall be forwarded to the Office of the General Counsel.

2. Neither the PERS 528 nor the PERS 529 is confidential, and these forms may be released in response to a *Public Information Act* request.

Bryan Collier
Executive Director

**Texas Department of Criminal Justice
Request for Independent Dismissal Mediation**

TO: Texas Department of Criminal Justice
Employee Relations, Human Resources Division
2 Financial Plaza, Suite # 600
Huntsville, TX 77340 - 3561
(936) 437-3110

I have been recommended for dismissal, and I am requesting a review of the circumstances through independent dismissal mediation. I understand the following: **(Please initial each item.)**

- _____ My cost for the independent dismissal mediation session is \$50. I am required to submit a cashier's check or money order in the amount of \$50 made payable to the TDCJ.
- _____ I am responsible for ensuring that this form and the \$50 cashier's check or money order are received by the TDCJ at the address listed above within 15 calendar days from the date of the cover letter informing me of the independent dismissal mediation option.
- _____ The \$50 payment **shall be reimbursed** to me if the dismissal recommendation is overturned or voided as a result of the independent dismissal mediation session, and no alternative punishment is specified.

NAME: _____
Please Print: Last First MI

MONTH/DAY OF BIRTH (mm/dd): _____

MAILING ADDRESS: _____

_____ City State Zip Code

PERSONAL PHONE NUMBER: () _____
Area Code

ALTERNATE PHONE NUMBER: () _____
Area Code

EMAIL ADDRESS: _____

Employee's Signature

Date (mm/dd/yyyy)

Note to Employee: With few exceptions, you are entitled upon request: (1) to be informed about the information the TDCJ collects about you; and (2) under Texas Government Code §§ 552.021 and 552.023, to receive and review the collected information. Under Texas Government Code § 559.004, you are also entitled to request, in accordance with TDCJ procedures, that incorrect information the TDCJ has collected about you be corrected.

DISTRIBUTION: Return original to Employee Relations at the address at the top of this form.

Texas Department of Criminal Justice
Notification of Dispute Resolution Session

EMPLOYEE INFORMATION			
Name: _____		Month/Day of Birth: _____	
Please Print: Last First MI		(mm/dd)	
Job Title: _____		Unit: _____	

- I.** Employee Relations, Human Resources Division, uses dispute resolution as an informal means of resolving work-related disputes. Dispute resolution is a process under which an impartial person, the facilitator, promotes communication between or among employees in an attempt to reach a mutually acceptable agreement. This process allows participants to resolve many work related disputes in a fair and timely manner.

This notification serves as confirmation that you are scheduled to appear in person for a dispute resolution session. The session is to be held at: _____ ☐ AM ☐ PM on _____ at _____
(mm/dd/yyyy) (Physical Location)

The other participant, excluding the facilitator is:

Name	Title
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If applicable, attach another page identifying other participants.

II. Benefits of Participating in a Dispute Resolution Session

- Opportunity to:
 - Communicate problems to another employee or a supervisor in a private session;
 - Resolve disputes with one or more employees without a supervisor's or manager's presence during the session, except when a supervisor or manager is one of the participants;
 - Negotiate and formulate an agreement and receive immediate feedback;
 - Improve working relationships; and
 - Create a win-win situation by resolving employment related disputes with an outcome favorable to all participants.
- Assurance of being heard.
- Assurance that the facilitator conducting the session is an impartial third person who shall remain neutral.
- No costs to participants and attendance at the session shall be reported as time worked.

III. You have been notified of the scheduled dispute resolution session. If your participation is directed by the warden or department head, you shall be required to participate even if you do not sign this form.

IV. Notification Method: ☐ In Person ☐ By Phone or via Email _____
☐ Certified Mail Receipt No. _____
Reason for telephonic, email, or certified mail notification: _____

Human Resources Signature	Date: (mm/dd/yyyy)
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Employee Signature (if provided to employee in person)	Date: (mm/dd/yyyy)
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Witness' Signature if Employee Refuses to Sign or Notification is Conducted by Phone	Date: (mm/dd/yyyy)
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Note to Employee: With few exceptions, you are entitled upon request: (1) to be informed about the information the TDCJ collects about you; and (2) under Texas Government Code §§ 552.021 and 552.023, to receive and review the collected information. Under Texas Government Code § 559.004, you are also entitled to request, in accordance with TDCJ procedures, that incorrect information the TDCJ has collected about you be corrected.

DISTRIBUTION: Original: Facilitator or designee in person or via mail Copy: Participating Employee - No other copies shall be made.

Texas Department of Criminal Justice
Employee’s Packet for Dispute Resolution

CONTENTS

PERS 527-1 Dispute Resolution Guidelines

PERS 527-2 Dispute Resolution Consent

Texas Department of Criminal Justice Dispute Resolution Guidelines

Employee Relations, Human Resources Division, uses dispute resolution as an informal means of resolving work related disputes. Dispute resolution is a process under which an impartial person, the facilitator, promotes communication between or among employees in an attempt to reach a mutually acceptable agreement. This process allows participants to resolve many work related disputes in a fair and timely manner.

PARTICIPANTS' ROLES

- Participants are responsible for negotiating their own settlement and should enter the dispute resolution session with a desire to reach a mutually acceptable agreement. The participants are expected to conduct themselves in a professional manner throughout the session and are required to follow ground rules, such as not speaking when others are speaking, and no name calling.

Reminder: **Harassment, discrimination, and retaliation are prohibited.** In addition, participants are required to be truthful, accurate, and provide complete information of events to which they are a witness or about which they have knowledge.

- The facilitator aids the participants in productive communication so they may work toward a mutually agreeable outcome. The facilitator has no authority to make a decision or determine right and wrong. The facilitator is not a legal advisor and shall not provide legal advice.

PRIVACY OF DISPUTE RESOLUTION

- Dispute resolution sessions are private. The only individuals attending a session are the disputing participants and the facilitator. These types of sessions are very sensitive, and cooperation in maintaining a high degree of privacy is both expected and appreciated.
- Electronic recording devices shall not be used during the session. At the conclusion of the session, the facilitator shall collect all notes taken during the session. The facilitator shall destroy the notes before leaving the session.

CLOSURE

- If the participants agree on one or more issues, the facilitator shall assist the participants in writing a settlement agreement at the conclusion of the session. Each participant shall receive an original copy of the agreement. The participants shall be encouraged to abide by the terms of the agreement document. The agreement is public information, does not constitute or create a contract of employment, nor create a legally enforceable interest on behalf of the participants against the TDCJ, or limit management's authority to enforce PD-22, "General Rules of Conduct and Disciplinary Action Guidelines for Employees," or any other TDCJ directive.
- The facilitator may declare an impasse in the process and terminate the session if: (1) the session becomes unproductive; or (2) no agreement is reached during the session.

CONFIDENTIALITY

Unless the participants agree otherwise, all matters, including the participants' conduct and demeanor during the dispute resolution process, are confidential and shall not be disclosed to anyone unless required by law. Any request for this documentation under the *Public Information Act* shall be forwarded to the Office of the General Counsel.

Neither the PERS 528, Dispute Resolution Agreement, nor the PERS 529, Dispute Resolution Impasse Form, is confidential. These forms may be released in response to a request submitted under the *Public Information Act*.

**Texas Department of Criminal Justice
Dispute Resolution Consent**

I understand and agree to the following:

1. A facilitator is not a legal advisor and shall not provide legal advice.
2. Electronic recording devices shall not be used during the dispute resolution session. At the conclusion of the session, the facilitator shall collect all notes taken during the session. The facilitator shall destroy the notes before leaving the session.
3. Unless the participants agree otherwise, all matters, including the participants' conduct and demeanor during the dispute resolution session, are confidential and shall not be disclosed to anyone unless required by law. However, neither the PERS 528, Dispute Resolution Agreement, nor the PERS 529, Dispute Resolution Impasse Form, is confidential. These forms may be released in response to a request submitted under the *Public Information Act*.
4. Please acknowledge by signing below that you have read, received, and agree to PERS 527-1, Dispute Resolution Guidelines, and the above listed conditions.

Participant:

Printed Name: Last First MI

Signature Date (mm/dd/yyyy)

Participant:

Printed Name: Last First MI

Signature Date (mm/dd/yyyy)

Facilitator:

Printed Name: Last First MI

Signature Date (mm/dd/yyyy)

Facilitator: (if applicable)

Printed Name: Last First MI

Signature Date (mm/dd/yyyy)

If applicable, attach another page identifying other participants.

Original: Employee Relations Dispute Resolution file
Copies: Participants

Texas Department of Criminal Justice
Dispute Resolution Agreement

On this, the _____ day of _____ the matter between _____
and _____ was resolved through dispute resolution. The session was conducted at
the _____ (location), from _____ (time beginning)
until _____ (time finished).

This agreement does not constitute or create a contract of employment between the participants and the TDCJ, and it does not alter the participants' employment at will status. This agreement does not create any legally enforceable interest on behalf of the participants against the TDCJ or TDCJ management or staff.

The participants agreed to the following: (may be continued on page 2)

Participant:

Printed Name: LastFirstMI

SignatureDate (mm/dd/yyyy)

Participant:

Printed Name: LastFirstMI

SignatureDate (mm/dd/yyyy)

Facilitator:

Printed Name: LastFirstMI

SignatureDate (mm/dd/yyyy)

Facilitator: (if applicable)

Printed Name: LastFirstMI

SignatureDate (mm/dd/yyyy)

[illegible]

Signature _____

Date (mm/dd/yyyy) _____

Signature
Date (mm/dd/yyyy)

Signature _____

Date (mm/dd/yyyy) _____

Signature _____

Date (mm/dd/yyyy) _____

Page 2 of 2

Texas Department of Criminal Justice Dispute Resolution Impasse Form

On this, the _____ day of _____ the matter between _____
and _____ was not resolved through dispute resolution. The session was
conducted at the _____ (location), from _____ (time beginning)
until _____ (time finished). These participants, if they choose, may seek alternative TDCJ remedies by
contacting an intake officer, Employee Relations, Human Resources Division.

Participant:

Printed Name: Last First MI

Signature Date: (mm/dd/yyyy)

Participant:

Printed Name: Last First MI

Signature Date: (mm/dd/yyyy)

Facilitator:

Printed Name: Last First MI

Signature Date: (mm/dd/yyyy)

Facilitator: (if applicable)

Printed Name: Last First MI

Signature Date: (mm/dd/yyyy)

If applicable, attach another page identifying other participants.

Original: Employee Relations Dispute Resolution file
Copies: Participants