

## TRUMBULL COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Policy

Section 6.9

### MANAGEMENT EMPLOYEE DISCIPLINE

As used in this policy, "management employee" includes the Superintendent.

A management employee may be removed, suspended, or demoted for violations of written rules set forth by the Board or for incompetence, inefficiency, dishonesty, under the influence of drugs or alcohol, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or other acts of misfeasance, malfeasance, or nonfeasance.

Prior to the removal, suspension, or demotion of an employee, the management employee shall be notified in writing of the charges against him/her.

#### **Pre-Disciplinary Conference:**

Not later than thirty (30) days after receiving such notification a pre-disciplinary conference shall be held to provide the employee an opportunity to refute the charges against him/her. At least seventy-two (72) hours prior to the conference, the employee shall be given a copy of the charges against him/her.

The conference shall be held by the Superintendent or his designee. The Superintendent shall notify the management employee within fifteen (15) days after the conference of his/her decision with respect to the charges.

If the removal, suspension, or demotion action is directed against the Superintendent, the conference shall be held by the members of the Board or their designees, and the Board shall notify the Superintendent within (15) days after the conference of its decision with respect to the charges.

#### **Arbitration:**

Within (15) days after receiving notification of the results of the pre-disciplinary conference, an employee may file with the Superintendent and Board a request for binding arbitration in accordance with O.R.C. 5126.23(H) and pursuant to his/her respective management contract.

#### **General Considerations:**

- A. All communications regarding this procedure shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested.
- B. Constructive receipt by the employer shall be construed to be the delivery date to the Superintendent, either hand-delivered or certified mail, return receipt requested.
- C. Constructive receipt by the employee shall be construed to be the delivery date to the designated employee hand delivered or certified mail, return receipt requested.

- D. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- E. The dispute shall be deemed settled in favor of the employee if any deadline is missed by the employer, unless extended in writing by mutual consent of both sides.
- F. The dispute shall be deemed settled in favor of the employer if any deadline is missed by the employee, unless extended in writing by mutual consent of both sides.

The non-renewal of an employee's employment contract with the Board is not a disciplinary action, is not a removal and is not subject to this policy.

Adopted: 8/25/93  
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