ARBITRATION DECISION NO.:
83

UNION:
OCSEA, Local 11, AFSCME, AFL-CIO

EMPLOYER:
Department of Youth Services
Riverview Youth Facility

DATE OF ARBITRATION:
November 10, 1987

DATE OF DECISION:
January 5, 1988

GRIEVANT:
Darnell Brown

OCB GRIEVANCE NO.:
G-87-1299

ARBITRATOR:
Rhonda R. Rivera

FOR THE UNION:
Linda K. Fiely, Esquire

FOR THE EMPLOYER:
John E. Patterson

KEY WORDS:
Just Cause
Removal
Progressive Discipline
Even-handed Discipline
Timeliness - Procedure
Discovery of Pre-Discipline
Report - Procedure

ARTICLES:
Article 24 - Discipline
- § 24.01 - Standard
- § 24.02 - Progressive Discipline
- § 24.04 - Pre-Discipline
- § 24.05 - Imposition of Discipline

Article 25 - Grievance Procedure
§ 25.08 - Relevant Witnesses and Information

FACTS:

Grievant was a Youth Leader 2 for DYS. At the time of the incidents, he had one discipline for refusing mandatory overtime. Grievant was talking to a Social Worker in the unit. She left and he went out the unit door to ask her a question. He was out of the unit 1 - 3 minutes. The Social Worker reported him for violating DYS General Work Rule No. 9, which proscripes leaving residents unattended. Although the Deputy Superintendent did not fill in his section of the incident report, the Superintendent approved a one-day suspension which was never imposed. Witness statements were not taken until 13 days after the incident. A second incident occurred prior to the approval of the one-day suspension. Grievant allowed three residents to go into the room of a fourth resident who was leaving. Grievant watched as the four rough-housed awhile. Grievant was then discharged. the Employer only provided parts 1 to 3 of the predisciplinary report.

PROCEDURAL ISSUES:

__Employer's Position__: The contract does not specifically grant the right to receive a predisciplinary report and access to the predisciplinary hearing was sufficient. Sections III and VIII are protected as work product. Exclusion of those sections does not violate the "philosophy of informal discovery". Lack of a complete report did not deny Grievant due process. Providing the document would have a chilling effect.

__Union's Position:__ Section 24.04 and 24.05 specifically grant a right to the Union to use the report in preparation. The report is discoverable because it was (1) reasonably available and (2) relevant, which are requirements of section 25.08.

__Discussion:__ The report is discoverable, but not prior to the final decision. The proper use of the discovery is to provide possible evidence of how the final decision was reached, not to rebut the report during the process. Complete incident reports are discoverable before arbitration, not just parts. Making these discoverable strengthens the process by requiring persons to use well chosen, reasonable words and will not have a chilling effect. The time lines were those of the employer, the Grievant relied on them, and the Employer violated them.

SUBSTANTIVE ISSUE:

__Employer's Position:__ The Grievant broke rules, a point which is not disputed. Certain violations concerning physical safety of residents warrant severe discipline.

__Union's Position:__ At least five other instances were shown in which the Employer gave verbal or written reprimands, or short suspensions for incidents concerning the physical safety of residents. The severity of the discipline was due to Grievant's reporting of an incident that caused discipline for the Supervisor.

__Discussion:__ The Supervisor failed to report the second incident within 24 hours. The Agency did not complete discipline for the first incident and cannot consider it part of progressive discipline. Although none of the instances cited to show disparate treatment were based on

exactly the same facts, they are similar enough to show that discharge was not the norm for behavior such as Grievant's. The Grievant admitted to the acts and agreed to correct his behavior. Discipline should be corrective rather than punitive. Employer should have used progressive discipline.

AWARD:

Reinstatement with no backpay. (no backpay to stress to Grievant importance of rules)

TEXT OF THE OPINION:

IN THE MATTER OF THE
ARBITRATION BETWEEN

The State of Ohio, Department
of Youth Services,

Employer

and

Ohio Civil Service Employees
Association, Local 11, AFSCME,
AFL-CIO

Union

Grievance No. G-87-1299
(Grievant Darnell Brown)
Hearing Date: November 10, 1987
Brief Date: November 30, 1987

For the Employer:
John E. Patterson

For the Union:
Linda K. Fiely, Esquire

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Attendance: In addition to the Grievant, his Counsel and Employer's Counsel, the following persons were in attendance: Butch Wylie (Staff Representative, OCSEA), Ken Cox (Steward), Ray McCauley (Witness: Union), William Harriston (Witness: Union), James Meadows (Witness: Union), Matthew M. Ensor (Resident; Witness: Employer), Deneen D. Donaugh (Labor Relations Specialist, DYS), Barbara Hammond (Social Worker 3; Witness: Employer), Tom Dannis (Deputy Superintendent, DYS; Witness: Employer), Delores Blakely (Unit Manager, DYS; Witness: Employer)

Preliminary Matters

The Arbitrator asked permission to record the proceedings for the sole purpose of refreshing her memory and on the condition that the tapes would be destroyed on the day the decision was rendered. Both parties granted permission. The Arbitrator requested permission to offer the opinion for publication. Both parties granted permission.

The parties stipulated that the matter was properly before the Arbitrator. Witnesses were sequestered. All witnesses were sworn.

Relevant Contract Sections

§ 24.01 - Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse.

§ 24.02 - Progressive Discipline

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense. Disciplinary action shall include:

A. Verbal reprimand (with appropriate notation in employee's file)
B. Written reprimand;
C. Suspension;
D. Termination.

Disciplinary action taken may not be referred to in an employee's performance evaluation report. The event or action giving rise to the disciplinary action may be referred to in an employee's performance evaluation report without indicating the fact that disciplinary action was taken.

Disciplinary action shall be initiated as soon as reasonably possible consistent with the requirements of the other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

§ 24.04 - Pre-Discipline

An employee shall be entitled to the presence of a union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

An employee has the right to a meeting prior to the imposition of a suspension or termination. Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. No later than at the meeting, the Employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee. The employer

representative recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend. The Appointing Authority's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to comment, refute or rebut.

At the discretion of the Employer, in cases where a criminal investigation may occur, the pre-discipline meeting may be delayed until after disposition of the criminal charges.

§ 24.05 - Imposition of Discipline

The Agency Head or, in the absence of the Agency Head, the Acting Agency Head shall make a final decision on the recommended disciplinary action as soon as reasonably possible but no more than forty-five (45) days after the conclusion of the pre-discipline meeting. At the discretion of the Employer, the forty-five (45) day requirement will not apply in cases where a criminal investigation may occur and the Employer decides.not to make a decision on the discipline until after disposition of the criminal charges.

The employee and/or union representative may submit a written presentation to the Agency Head of Acting Agency Head.

If a final decision is made to impose discipline, the employee and Union shall be notified in writing. once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

Disciplinary measures imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment.

§ 25.08 - Relevant Witnesses and Information

The union may request specific documents, books, papers or witnesses reasonably available from the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied.

Procedural Issues

I. Did the employer violate the Contract § 24.04 by refusing to provide to the Union the pre-disciplinary report and recommendation prior to the final decision by the Agency Head to impose discipline?

II. Did the employer violate the Contract § 25.08 by failing to provide a "complete" incident report to the union prior to the arbitration hearing?

III. Did the employer violate the Contract _§ 24.01, _24.02 by failing to follow the time guidelines of Policy B-34 (joint Exhibit No. 6)?

Substantive Issue

Was the Grievant dismissed for just cause pursuant to the Contract § 24.01 when he was

dismissed for the incidents of April 8, 1987 and April 16, 1987?

Facts and Positions: Procedural Issues

I. The Employer argues that the Union had no contractual right to receive the pre-disciplinary report and recommendation (Report) prior to the final decision by the Agency Head. The Employer points out that no such right is explicitly granted by the contract and that since the Union had equal access to the pre-disciplinary hearing, provision of the Report would be "superfluous". The union maintains that § 24.04 and § 24.05 implicitly grant a right to such Report so that the Union can use the Report in its preparation of its "written Presentation" provided by § 24.05.

The Arbitrator has already held that such a Report is discoverable before Arbitration under § 25.08 (See G-87-0205 10-8-87). However, this grievance presents a different quest about the same Report. In essence, the Union is not seeking the Report as discovery so that it might defend its member rather, the Union is requesting the Report so it may "rebut" the Report to the Agency Head during the final decision making process. The Union's position misconstrues the function of the Report. The Agency Head has before him two views when he or she makes the final disciplinary decision: the management position, represented bythe Report, and the Union position, represented by its "written presentation". In essence, these positions are presented simultaneously, both based on the same pre-disciplinary hearing which all parties attended. Neither side has the opportunity to "rebut" the other in writing. Essentially, the pre-disciplinary hearing is a step in the review of management imposed discipline, and the Report is part of that review. Once the final decision is made, the Report is discoverable to provide possible evidence of how the final decision was reached. However, prior to arbitration, the contract does not give the Union the explicit right to view that document nor is the Arbitrator persuaded that implicitly "just cause" requires that the Union view the docum before the final decision.

II. The Employer argues that the complete Incident Report, Sections I through VIII, is not discoverable under § 25.08. Based on that position, the Employer provided the Union with only Sections I and II of the Incident Report and withheld Sections through VIII as "work product". (A blank incident report is attached to this opinion. The Employer argues that excluding Sections III through VIII does not violate the "philosophy of I.nformal discovery". The employer seeks to justify the withholding of the document because the recommendations made at each step are "only a small cog in the wheel towards a final decision". The Employer speculates at length in its brief on the various uses to which the Union might put the requested document. For example, the Employer discusses the issue of inconsistency between the recommendations lower level managers and the final decision of the Agency Head. The Employer also argues that the lack of a complete Incident Report in this case did not harm this Grievant's case by denying him due process. The Employer argues that provision of the document would have a "chilling effect" on discipline. Lastly, the Employer maintains that because each administrator makes a decision based on knowledge available at his or her level that if the incident report were discoverable, low level administrators would 'be expected to have complete knowledge of the employee, like the Director". Moreover, the Employer maintains that low level administrators would 1) be required to testify about the basis of their decisions and therefore 2) be less candid.

The Union maintains that under § 25.08 if the document is 1) reasonably available and 2) relevant to the grievance under consideration, then the document is discoverable.

The Employer fails to distinguish between discoverable under § 25.08 of the contract and admissible at the arbitration hearing. The standards for "discoverable" are clearly set by § 25.08. The question of admissibility is for the Arbitrator at the hearing. The employer speculated at length on the various purposes for which the Union might seek to introduce the complete Incident Report.

Those issues are not before the Arbitrator in this case. If the Union were to attempt to use the Incident Report for inappropriate or improper purposes, the Arbitrator at the hearing would refuse the proffer. The Arbitrator fails to find the "chilling aspects" with regard to the Incident Report. For example, Section III which the Employer wishes to withhold is particularly relevant because the section delineates at a date certain both witnesses and documents, Section IV is a mere reportial section by the personnel department of facts which should be available to all parties. Section V outlines the investigatory duties of department heads as does Section VI for Deputy Administrators. Section V does ask for a recommendation, while Section VI asks for a recommendation and a reason.

The management responsibilities of department heads and deputy administrators include, one supposes; making discipline recommendations. The Arbitrator fails to see how making these responsibilities secret will contribute to a reasonable and fair process. If knowing that their words will be scrutinized will cause persons to choose words carefully, then so be it.; The Arbitrator finds that well chosen, reasonable words will strengthen the process not "chill" it.

If the complete Incident Report is discoverable, no new levels of knowledge are necessary for various levels of administrators. Administrators can keep on making decisions with the information available to them. In fact, the form itself shows what information is available to each level. Moreover, the form provides an opportunity to document at each level what new factors come into play. For example, Section IV adds prior disciplinary action. The Arbitrator cannot see how making a report discoverable in any way changes administrative duties.

The Arbitrator finds that complete incident reports are both relevant to the grievance and reasonably available under § 25.08 and hence, are discoverable.

III. The Employer admits that the time lines outlined in Policy B-34 (Joint Exhibit 6) were not followed precisely with regard to both incidents involved in this grievance. (See Chronology attached to this opinion.)

In particular, the Arbitrator finds that Section VII of the first Incident Report (April 8, 1987) was never completed, and that Section VIII was late. Because of the incompleteness of Section VII, the exact lateness of Section VIII is not able to be determined. With regard to the second Incident Report (April 16, 1987), Section I was three days late and Section V appears to have been 1 day late.

The employer gave no reasons for most of these late operations. With regard to Section I of the April 16, 1987 incident, Supervisor Blakely was "uncertain" as to the reason but surmised that perhaps the Grievant was absent on the 17th (Friday), 18th (Saturday), and 19th (Sunday). She testified that she likes to talk to all concerned before filing an incident report.

A side issue was raised with regard to an alleged delay in obtaining written statements from witnesses to the first incident (April 8, 1987). The written statements were not obtained until April 21 and 22nd respectively, almost two weeks from the incident. Moreover, these statements were not taken until after the 2nd incident was reported (April 20, 1987).

Time lines for disciplinary reports are not established by! the Contract. However, these time lines were published by the Employer operating under the Contract and presumably were relied upon by employees. Section 24.02 requires that disciplinary action be initiated as soon as is reasonably possible and directs that the arbitrator consider "timeliness of the Employer's decision to begin the disciplinary process." Just cause under § 24.01 requires fairness in the imposition of discipline. Having promulgated the guidelines, the employer must follow them "to be fair".

Since an arbitrator has no power of mandamus over future behavior of a party, the question of enforcement of guidelines nd procedures must be handled within the context of a particular grievance. Once the substantive issue on the merit is resolve the arbitrator may modify the remedy where appropriate to encourage parties to abide by the rules.

Procedural Decisions

I. The Arbitrator finds that the Employer did not violatethe Contract by its failure to provide the pre-disciplinary report to the Union prior to the Agency's final decision.

II. The Arbitrator finds that the Employer did violate § 25.08 of the Contract by its failure to provide a complete Incident Report to the Union prior to arbitration.

III. The Arbitrator finds that the Employer did violate its own time guidelines and hence the Contract at § 24.01. The Arbitrator finds that late reduction to writing of, witness statements violated no guideline and hence did not violate the Contract. These particular issues affect the substantive issue(s) and the remedy and will be resolved in the substantive issue section of this opinion.

FACTS

The Grievant in this matter is a Youth Worker 2. He worked for the Department of Youth Services at the Riverview Youth facility, a secure institution for youth felons. He was hired on October 10, 1986. Prior to the incidents at issue, the Grievant had one disciplinary record for refusing mandatory overtime.

On April 8, 1987, the Grievant was in charge of a group of residents. The Grievant was discussing the residents with Social Worker Hammond on the unit. She left the unit. The Grievant testified that he remembered another question he wanted to ask her and on impulse left the unit, closed the door, and called to her from a landing in the stairwell outside the door to the Unit. They spoke for 1-3 minutes outside the closed door of the unit. The residents were unsupervised for that time. The social worker reported the Grievant's absence to his supervisor immediately thereafter. She testified that during their conversation she did not remind the Grievant that he was improperly off the unit. This behavior on Grievant's part violated DYS General Work Rule No. 9. On the same day that the incident occurred and was reported, the Grievant admitted his failure (See Section II of Joint Exhibit 7). On that same day, the Supervisor recommended discipline. Personnel acted the next day on Section V of the incident report. The Department Head agreed on April 14, 1987 (2 working days later) with the recommended discipline in Section VI. The Deputy Superintendent did not complete Section VII; on April 22, 1987, the Superintendent approved a one day suspension. Apparently, this discipline was never imposed, and the incident was consolidated with the April 16th incident. The written witness statements which supported this disciplinary action were not taken until April 21st, subsequent to all actions except that of the Superintendent. Testimony was given by management that both witnesses had given earlier verbal statements. Since Section III of the Incident Report was not furnished, this testimony is not corroborated in writing.

On April 16th, 1987 (Thursday), the Grievant permitted threeresidents to enter the room of a fourth resident. According to the testimony of the Grievant, the three young men asked to be allowed to give the departing young man, "a going away party" which apparently consisted of punching him and roughing him up. The Grievant agreed and the young men entered the room. The Grievant watched. After a short period of such activity, they left. Management does not allege any harm to the departing resident. At the time of the incident, the departing resident had a roommate. on April 17, 1987 (Friday), this roommate signed a statement about the incident. He described the incident, as horseplay.

The supervisor filed an Incident Report on April 20, 1987 (Monday), more than 24 hours from the time the incident came to her attention.

On April 20, 1987, the Grievant, when confronted about the incident, admitted that it happened. He maintained he had meant no harm which was why he watched the "party". He said he had "learned his lesson." All management personnel along the line recommended removal. The Superintendent ordered that this incident (April 16, 1987) be combined with the previous incident (April 8, 1987) and that the Grievant be removed.

In his own behalf, the Grievant testified that he had witnessed "going away parties" while on probation and did not realize they were forbidden. He testified that he now understood that such behavior was dangerous.

At the hearing, various people were asked about the frequencyof "going-away parties". The testimony was conflicting and based entirely on hearsay.

Much testimony was taken on the nature of the institution, its residents, and the dangers of violence in such a context. All witnesses agreed that any violence was a serious problem in such a facility. Not only was intentional violence easily sparked among such offenders but the danger of accidental injury was high. DYS General Work Rules (Joint Exhibit 5) IV.AL and A.11 speak directly to this issue.

A.1 Abusing or mistreating youth entrusted to the Department's care; failing to immediately report the use of physical force on a youth as prescribed by local directive or rules.

A.9 Being away from assigned work area without prior permission and/or authorization from the supervisor. Being inattentive to duties and/or interfering with work of others.

Deputy Superintendent Dannis was questioned on previous discipline of other employees involved in violence issues. (See Union Exhibits #1 and #2) His testimony and the Union exhibits indicated the following prior actions.

1. A Youth Leader 2 was disciplined with a written reprimand for the unauthorized use of force when he put a youth in the shower who refused to shower.
2. A Youth Leader 2 was given a Verbal Reprimand for using obscene and foul language toward a resident and for allegedly striking a resident.
3. A Youth Leader 2 was given a Verbal Reprimand for Work

Rule #1 by "being aware of verbal and physical abuse being directed toward a youth under your supervision."

1. This same Youth Leader 2, one month later, was given a one-day suspension for being "inattentive to duties which resulted in a youth entering the room of another youth and beating the youth about the head and face, blackening both his eyes”. Deputy Superintendent Dannis testified that this incident was discussed as “possibly" a "going away party.”
4. A Security Officer 2 was given a written reprimand for violation of 3 work rules, one of which involved Work Rule #1 - "mistreatment of a youth by not following proper procedures . . . “
5. A Youth Leader 2 was given a written reprimand for leaving a youth alone in the cottage with her door unlocked.

The Grievant testified that he had reported an incident which involved his supervisor and that as a consequence his supervisor got in trouble. Grievant believed that the severity of his discipline

was as a direct vendetta by his supervisor.

Discussion

The factual basis of the two incidents involving the Grievant are not at issue. The Grievant admits leaving the unit unattendedand admits this behavior was inappropriate, violated the work rules, and promised not to do so again. Secondly, the Grievant admitted allowing the "going away party" to occur. In mitigation, he points out no harm was done and that he mistakenly believed such "parties" were traditionally, if secretly, permitted. He testified that he saw the danger now and understood the rules and would not repeat his mistake. So the issue is not whether the Grievant broke the rules.

Rather, at question, is the progressive nature and the severity of the discipline imposed on the Grievant. The Union maintains that the Grievant has been treated in a disparate manner, in that he has been terminated, while persons in analogous situations have only been reprimanded and or suspended. Moreover, the Union maintains that progressive discipline is the norm of the Contract (See § 24.02) and that the purpose is to correct, not punish.

Management maintains that some behaviors are so dangerous, especially in a secure institution for felons, that dismissal on the first offense is warranted. Moreover, management maintains that Grievant's error was not analogous to the cases cited but much more serious with a greater potential for danger. Management notes that Grievant intentionally allowed residents to engage in violent behavior, that 4, possibly 5, youths were involved -- a situation which was potentially uncontrollable -- and that Grievant was on clear notice of the rules.

Management's position that some behaviors are so serious thatthey warrant discipline out of the steps of progressive discipline is well taken and well supported. This Grievant knowingly permitted residents to engage in gratuitous violence. This behavior showed extreme lack of judgment and disregard for the safety of the residents and the institution.

Without more, the Arbitrator would deny the grievance. However, procedural anamolies abound and serious questions of disparate treatment have arisen. The Arbitrator notes the following procedural problems:

1. the failure of the Supervisor to report the second incident within 24 hours. In institutional settings, hospitals and prisons, prompt incident reporting is a necessity and in this case, the rule. If the supervisor discovered subsequently that the report was incorrect or that mitigating circumstances existed, these changes can be subsequently reported.
2. the failure of the first incident report to be completed in a timelv manner and the failure to complete that document.
3. the inexplicable and questionable behavior of failing to carry out to conclusion the discipline for the first incident, the attachment of the first incident to the second, and the taking of witness statements on the, first incident only after the second incident had occurred. Whatever may have been the reason for these events, they give an appearance of unfairness. Asdisinterested observer, the Arbitrator is troubled by the attempt to tie two events together to increase the apparent severity of the Grievant's behavior.
4. an appearance of disparate treatment of employees. The Arbitrator is mindful that none of the discipline cited was for exactly similar events and that mitigating circumstances affected each disciplinary action. However, the disparity between this case and the case where the resident's eyes were blackened (recognizing the difference between neglectful behavior and intentional behavior) is simply inexplicable.
5. Lastly, in this Grievance, from the day the incident occurred, the Grievant admitted his fault

and agreed to correct his behavior. If discipline is to be correctiv rather than punitive, the application of progressive discipline would seem to have been ideal in this situation.

Taking the Grievance as an organic whole with both procedural and substantive parts, the Arbitrator denies the Grievance in part, sustains it in part.

The Grievant is to be re-instated as of the date of this opinion. No back pay is given to evidence the seriousness of his offense. The Grievant returns to work in a serious position with two serious breaches of work rules on his records. Thus, the Grievant is clearly on notice to obey the rules.

The Grievance is denied in part (the dismissal) to impressupon DYS the importance of progressive discipline (§ 24.02), the importance of even handed discipline, the importance of timeliness, and the necessity of supplying discoverable documents promptly and completely.

January 5, 1988
Date

Rhonda R. Rivera
Arbitrator

CHRONOLOGY

April 8, 1987 - 1st incident occurred
April 8, 1987 - Section 1 of Incident Report relating to 1st incident completed
April 9, 1987 - Section 3 of Incident Report completed (1st incident)
April 9, 1987 - Section 4 of Incident Report completed (1st incident)
April 10, 1987- Section 5 of Incident Report completed (1st incident)
April 14, 1987- Section 6 of Incident Report completed (1st incident)
April 16, 1987- 2nd Incident occurred
April 16, 1987- Matthew Enson's statement signed (2nd incident)
April 17, 1987- Rick Nolden's statement signed (2nd incident)
April 20, 1987- Section 1 of Incident Report completed (2nd incident)
April 20, 1987- Section 3 of Incident Report completed (2nd incident)
April 20, 1987- Section 4 of Incident Report completed (2nd incident)
April 21, 1987- Wickham's statement signed (1st incident)
April 21, 1987- Barbara Hammond's statement signed (1st incident)
April 22, 1987- Frazier's statement signed (2nd incident)
April 22, 1987- Section 8 of Incident Report completed (1st incident)
April 23, 1987- Sean Gilliam's statement (relates to 2nd incident)
April 23, 1987- Section 5 of Incident Report completed (2nd incident)
April 23, 1987- Section 6 of Incident Report completed (2nd incident)
April 23, 1987- Section 7 of Incident Report completed (2nd incident)
April 23, 1987- Section 8 of Incident Report completed (2nd incident)
April 28, 1987- Pre-disciplinary conference held
April 30, 1987- Pre-disciplinary report and recommendation
May 21, 1987- Removal of Mr. Brown

DEPARTMENT OF YOUTH SERVICES
EMPLOYEE INCIDENT REPORT
SECTION I -Supervisor Report of Incident Date of Report_______

Employee's Name_____________ Job Classification_________

Date and time incident occurred_____________ Facility_______

Description of incident (alleged violation) ___________________

____

____

____

____

____

NOTE: All attachments are to be labeled by Section Number, signed and dated.

____
Signature of Supervisor or Administrator
Reporting Incident

SECTION II - Employee Statement Date Received__________

Have you read the above statement? Yes _____ No ____

Do you agree with the description of the incident? Yes _____ No _____

Do you disagree but decline to coment? Yes _____ No _____

Employee's statement _________________________

____

____

____

____

NOTE: All attachments are to be labeled by section number, signed and dated.

____
Employee's Signature Date

Witnessed by ___________________

Date Incident Report Returned to Supervisor or Administracor Reporting Incident_____

SECTION III - Supervisor or Administrator Reporting Incident Date Received_

Were there witnesses to incident? Yes______ No___

Have statements of witnesses been requested? Yes______ No___

Name and Classification of witness(es)

NAME CLASSIFICATION

1.____________________________________

2.____________________________________

3.____________________________________

4.____________________________________

5.____________________________________

6.____________________________________

NOTE: If witness is a youth, so indicate in classification space.

Other supporting documents include _____________________

____

____
Date processed to Personnel Officer ____________

SECTION IV-Personnel Officer Date Received ______

Employee's date of employment __________

Previous disciplinary actions: (within last two years)

DATE TYPE OF INFRACTION ACTION TAKEN

1. ___________________________________

2. ___________________________________

3. ___________________________________

4. ___________________________________

Employee received last evaluation on ______________

Date forwarded to Department Head ___________

____
Signature of Personnel 0fficer

SECTION V - Department Head Date Received ______

Have you read Sections I, II, and III above? Yes_ No____

Have you reviewed attached witness statements and supporting documents?

Yes _____ No ____

Have you met with supervisor to discuss incident? Yes_No_____

Have you met with employee to discuss incident? Yes _ No_____

Have you met with witnesses to discuss incident? Yes _ No_____

After reviewing supporting documents and discussing incident with supervisor, employee and witnesses, what are your recommendation(s)?___________

____

____

Date forwarded to Deputy Administrator____________

____
Signature of Department Head

SECTION VI - Deputy Administrator Date Received._______

Have you read all the above sections? Yes_____No_____

Have you discussed incident with the Department Head as shown in Section IV?

Yes______No_____

Do the supporting documents substantiate the allegations as shown in Section I of this incident report? Yes _ No____

What are your recommendations?____________________

____

____

Why?__________________________________

____

____

Date Forwarded to Administrator_________

____
Signature of Deputy Administrator

SECTION VII - Facility Administrator   Date Received_______

Disposition________________________________
_
____

Date Forwarded to Personnel Office__________

____
Signature of Administrator

SECTION VIII - Facility Personnel Office   Date Received_______

Date action completed ________
_

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____
Signature of Personnel Officer