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ARTICLE 36: CORRECTIVE ACTION/DISMISSAL

36.1.

The parties will follow the "Corrective Action/Dismissal Process" outlined below. No employee shall be subject to the process except for just cause. The corrective action process will be considered to incorporate the concept of progressive action while providing a positive method for improvement rather than punitive action. The University will determine the specific step at which the process begins based on the nature and severity of the problem.

36.2. Representation.

A. Employees shall be notified orally or in writing that upon request they shall be entitled to have a union representative, unless otherwise mutually agreed to, present when formal counseling, final counseling or dismissal is occurring. The Employer will provide at least three (3) business days to allow an employee to secure a Union representative. The day after notice is provided shall be the first (1st) day of the three (3) day notice period to secure representation. Employees have a right to a meeting with management whenever corrective action is issued. Attendance of a representative shall not delay the disciplinary process unduly as determined by the Employer. All parties shall make every effort possible to allow for Union representation without unduly delaying the process.

B. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action could result. The Employer will provide at least three (3) business days to allow an employee to secure a representative. The day after notice is provided shall be the first (1st) day of the three (3) day notice period to secure representation. If notice is given prior to the midpoint of the scheduled shift or if the employee is on paid administrative time off, the day of notification is the first day.

C. An employee placed on an alternative assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.

D. An interpreter can be requested by either party and will be provided.

36.3. Coaching.

Informal discussion or instruction between employee and their immediate supervisor. Supervisor may follow up in writing which may include a simple action plan. This is not a form of corrective action.

36.4. Corrective Action/Dismissal Process.

The Employer will make clear when formal or final counseling is being conducted and will inform the employee about their right to representation under the CBA. When

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counseling or dismissing an employee, the Employer will make every effort to protect the privacy of the employee. Translators may be requested by any party.

Formal Counseling.

Formal counseling (may involve administrative personnel other than the employee's immediate supervisor) including the development of a written action plan. The action plan will identify specific problem areas, performance objectives, suggestions for remedying, and a timeframe for improvement. Prior to issuance of formal counseling, a meeting may be scheduled by the employer or requested by the employee to give the employee an opportunity to make their case before the final decision is made. Employee requests for such a meeting will be granted. An employee is entitled to representation at this meeting.

Final Counseling.

Final counseling (may involve administrative personnel other than the employee's immediate supervisor) including action plan discussion and revision, where appropriate.

Dismissal.

Prior to dismissal, a pre-determination meeting will be scheduled to give an employee an opportunity to make their case before the final decision is made. The employee has the right to have a Union Council representative present at the pre-determination meeting. At least five (5) days prior to the meeting, the employee will be informed in writing of the reasons for the contemplated dismissal and given referenced documentation. The employee will be furnished with written notification of the outcome of the pre-determination hearing.

Demotion.

Demotion of Leads and/or Supervisors may be initiated by the Employer at any step of the Corrective Action process.

36.5. Removal of Records.

Upon written request by the employee, any ~~formal or final counseling~~corrective action, excluding those for workplace violence or University policies against harassment, discrimination, or retaliation, or those in which the employee was the subject of an investigation, allegation, or findings of sexual misconduct, will be removed from an employee's personnel file after three (3) years if the following criteria have been met:

1. Circumstances~~ set forth in writing~~, ~~and~~ as determined by the University do not warrant a longer retention period; and
2. There has been no subsequent corrective action.

Nothing in this Article prevents the Employer from agreeing to an earlier removal date.

Once a corrective action has been removed from the employee's file as outlined above, the information removed will not be used in subsequent corrective action, unless

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mutually agreed otherwise.

36.6. Grievability/Arbitrability.

Formal counseling may be grieved beginning at Step One or Step Two of the grievance procedure and up to Step Three Mediation only.

Final counseling, demotion, and dismissal may be grieved through every step of the grievance procedure beginning at Step Two.

Tentatively Agreed To:

For the Union:	For the Employer:
Signed by: Becky K. Stephens 530E07D4212E4C6...	DocuSigned by: Catherine Scheid 9BED1964C6434D0...
Date: 9/20/2026	Date: 9/20/2026