

Sutter Walk-In Care APC Bargaining
Tentative Agreement Subject to Overall Agreement
July 11, 2023

SECTION ## CORRECTIVE ACTION

A. Just Cause.

Except for employees in the introductory period, corrective actions or involuntary terminations will be for just cause.

B. Progressive Corrective Action.

Corrective action shall normally be taken in progressive measures, typically after coaching or previous corrective action has been shown ineffective at changing the employee's behavior. Corrective Action will be administered progressively in the following manner, unless the severity of the offense (e.g. theft, threats, physical endangerment, fraud, gross negligence, or sexual harassment) warrants otherwise:

- Step 1 – First Written Warning
- Step 2 – Second Written Warning
- Step 3– Final Written Warning or Suspension
- Step 4– Termination

C. Documentation of Corrective Action.

Verbal Coaching and/or Documented Verbal Coaching are encouraged to occur prior to formal corrective action and are not kept in the employee's personnel file. Written warnings, final written warnings, and suspensions shall all explain the reason for the discipline, expectations for the employee in the future, and, if applicable, identify ways in which the employee may improve performance in a stated reasonable period of time. Corrective Action suspensions shall be for a specified purpose and timeframe and may be with or without pay. If without pay, the employee is permitted to use accrued PTO to receive income while on suspension.

Records of all Corrective Action except verbal coaching or documented verbal coaching will be placed in an employee's personnel file and a copy will be provided to the employee. The employee shall have the right to comment in writing and such comments will be included in the employee's personnel file. All corrective action forms shall be maintained in the employee's file and shall not be removed, unless agreed to in writing by the Employer and the Union. First and second Written Warning Corrective Action Notices will not be used to substantiate any further corrective action or be presented by the Employer in any of the steps of the Grievance Procedure one year following the date of the Corrective Action Notice.

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D. Union Representation.

An employee may elect to have a union steward/representative present during any discussion regarding job performance or any other matter which the employee believes may lead to corrective action. If a meeting is held to provide corrective action to an employee, the Employer shall advise the employee of his or her right to have a union steward/representative present at the meeting. If the employee has requested a union representative, any warnings or notices pursuant to this Article shall be provided to both the employee and the Union not less than 48 hours in advance of the meeting.

PAMF

Date: _____

ESC

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Date: July 13, 2023

This tentative agreement is effective upon ratification by the ESC members employed at Sutter PAMF Walk-In Care and approval by the ESC Executive Board.