

## TENTATIVE AGREEMENT

The Parties tentatively agree to the following provision:

### ARTICLE \_\_ DISCIPLINE AND DISMISSAL


1. The University shall not discipline or dismiss a Unit Member unless for just cause.
2. During any investigatory and/or disciplinary process, a Unit Member shall have the right to represent themselves and, if they choose, have a Union representative present with them who shall be afforded the opportunity to represent the Unit Member.
3. If the University disciplines or dismisses a Unit Member for cause, the University shall notify the Unit Member of its decision both verbally and in written form, and notify the Union in writing about the disciplinary action, within two (2) business days of taking such action against a Unit Member. This notification shall include the reason(s) for the disciplinary action and the nature of the alleged violation.
4. Nothing herein limits a Unit Member's right to file a grievance regarding discipline or dismissal at Step One pursuant to Article \_\_ (Grievance and Arbitration). Additionally, Unit Members who are issued a written warning, suspended, or dismissed shall be entitled to file a grievance in response to the disciplinary action at Step Two (the final step of the grievance procedure before arbitration) of Article \_\_ (Grievance and Arbitration) within ten (10) business days of the disciplinary action.
5. In the event that discipline is resolved during the grievance procedure, any underlying discipline and its associated materials may be removed from the Unit Member's Employment Records consistent with such resolution.
6. The University shall maintain the confidentiality of all disciplinary actions taken against a Unit Member, including the confidentiality of any grievance or arbitration regarding the discipline or dismissal of a Unit Member, and shall not share any disciplinary actions taken against a Unit Member, except with appropriate University personnel as necessary to perform their duties, without the Unit Member's written consent. However, the University may be required to share disciplinary actions taken against a Unit Member, including disciplinary records, as required by law or in response to a demand for information by a scientific regulatory agency or by a nonprofit organization or government agency that funds the Unit Member (e.g., a demand for information in connection with a complaint made to the NIH about activity occurring in a University laboratory). The University shall, if permitted by law, notify the Unit Member promptly of


any such demand to share any disciplinary actions taken against a Unit Member as soon as it is received.

7. Discipline does not include constructive performance feedback (which may include critical feedback, performance evaluations, or informal advice).

For the University:

For the Union:

  
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**Timothy O'Connor**      03-24-2026  
Executive Vice President,      Date  
The Rockefeller University

  
\_\_\_\_\_  
**Sebastián Vivancos**      03/20/2026  
Bargaining Representative      Date  
for United Postdoctoral  
Researchers of Rockefeller  
-UAW Local \_\_\_\_\_

***The Parties tentatively agree to this provision. All Tentative Agreements are conditioned upon reaching agreement on an entire Collective Bargaining Agreement as well as ratification of such Agreement by both Parties.***